The Solicitors' Journal.

LONDON, APRIL 23, 1881.

CONTENTS.

CASES REPORTED IN THE WEEKLY REPORTER.

CURRENT TOPICS.

THE REPORT of the Procedure Committee will be laid on the table of the House of Commons on Monday next.

WE ARE ENABLED to publish the Chancery Sittings Paper for the ensuing sittings. It will be observed that Mr. Justice KAY will not sit after May 2, and that no date is fixed for his return from circuit, but due notice of such return will be given in the daily court papers.

THE FOLLOWING is a list of the new Queen's Counsel, with their respective years of call to the bar:—One member of the North-Eastern Circuit, Mr. HUGH SHIELD, M.P., 1860; three members of the Equity Bar—Mr. JAMES C. WHITEHORNE, 1853; Mr. W. W. KARSLAKE, 1857; Mr. JOHN RIGBY, 1860; and Mr. ROBERT ROMER, 1867.

A REQUEST has been made to Mr. Justice KAY by the leaders of his bar that his lordship will fix the hour of 10.30, instead of 10 o'clock, for the commencement of his daily sittings, in accordance with the practice of Vice-Chancellors HALL and BACON. We believe that his lordship has not yet announced his intention of complying with the request. It is stated that Mr. Justice FRY has intimated that he will follow the practice of Vice-Chancellor MALINS in this respect, and will adopt the hour of 10.30.

THE CHANCERY CAUSE LIST, which will be published in a day or two, will contain 156 appeals, of which 58 belong to the Westminster Division. There were, at this time last year, 236 appeals waiting for hearing, of which 101 were set down for the Westminster Division. It will, therefore, be seen that there has been a large diminution in the number of appeals. In the number of cases for hearing before the judges of first instance in the Chancery Division there is also some diminution. Last year there were in all 494 causes for hearing at the commencement of the Easter Sittings; this year there are only 428. For the ensuing sittings the Master of the Rolls has 80 witness causes, and 58 non-witness causes; Vice-Chancellor BACON has a total of 60 causes; Vice-Chancellor HALL a total of 76 causes; Mr. Justice FRY (in succession to Vice-Chancellor MALINS) has 121 causes; and Mr. Justice KAY has 33 causes.

THE FACTS relating to Lord BEACONSFIELD'S connection with the law in early life are these:—He was articled to Mr. WILLIAM STEVENS, solicitor, of the firm of SWAIN, STEVENS, MAPLES, PEARSE, & HUNT, of No. 6, Frederick's-place, Old Jewry. The articles of clerkship, which are still preserved by Messrs. MAPLES, TREDALE, & Co., the successors to the business of the above-mentioned firm, are dated the 10th of November, 1821. Mr. DISRAELI, though articled to Mr. STEVENS, was exclusively employed in the department of the late Mr. MAPLES, one of the other partners in the firm, who was an old friend of Mr. DISRAELI'S father and mother. It was, indeed, through this friendship that Mr. DISRAELI came into the office. Mr. MAPLES always described Mr. DISRAELI as being most assiduous in his attention to business, and as showing great ability in its transaction. So marked, indeed, was his talent, that Mr. MAPLES advised Mr. ISAAC DISRAELI that his son ought to be allowed to go to the bar. This advice was not followed, and Mr. DISRAELI remained between three and four years in Messrs. SWAIN & Co.'s office, but left, we believe, about the beginning of the year 1825.

ONE OF THE PROVISIONS of the new Bankruptcy Bill, which has hitherto escaped attention, proposes to effect a great inroad on the rights of landlords. At present, as is well known, the landlord is able at any time, either before or after the commencement of the bankruptcy, to distrain upon the goods of his bankrupt tenant for the rent due from such tenant; with this limitation, that if the distress be levied after the commencement of the bankruptcy it will be available only for one year's rent accrued due prior to the date of the order for adjudication. Clause 63 of Mr. CHAMBERLAIN'S Bill provides that "a landlord shall not, after a person has been adjudicated bankrupt, distrain, or proceed with a distress, for rent due from him before the adjudication." Moreover, the clause also proposes to restrict the right of the landlord to distrain for rent which has accrued due since the adjudication, by requiring the leave of the court to be obtained, "on proof that the tenancy has been continued for the benefit of the bankrupt's estate." It may

be doubted whether a provision which will compel a landlord to distrain for rent as soon as he knows that his tenant's affairs are embarrassed, for fear lest he should be deprived of his rights by the bankruptcy of the tenant, will be to the interest of creditors.

We print elsewhere a report of a county court case of *Pattimore* v. *Parker*, relating to a point under the Agricultural Holdings Act upon which, but for the hesitation expressed by the judge, for whose opinion everyone must entertain sincere respect, we should have thought that little doubt could exist. The plaintiff held land from the defendants as tenant from year to year, and he also held, as tenant from year to year, other land, less than two acres in extent from the same defendants, but (as the judge found) under a separate and independent contract of tenancy. As regards the first-mentioned land the Agricultural Holdings Act was applicable, but, of course, under section 58, the Act would not apply to the tenancy of the land of less than two acres, unless, as being held by the same tenant of the same landlord, it could be considered as constituting one "holding" with the other land. It was contended that this construction must be adopted, and therefore that, under section 51, a year's notice to quit the land of less than two acres was necessary. But this construction altogether loses sight of the provision of section 58, that "nothing in this Act shall apply to a holding . . . . that is of less extent than two acres;" "holding" being defined in section 4, as including only land held "*under the same contract of tenancy.*" The decision that the Act was not applicable we should have thought obviously right, but as possibly other persons may share in the doubt expressed by the judge, it may be well to call attention to the matter.

The case of *Sotheron* v. *Scott* (*Weekly Notes*, March 12) is not likely to attract the attention it deserves. It is a decision of some interest and importance upon a much-disputed question under the Bastardy Acts. The respondent, a married woman, had obtained when single a maintenance order against the appellant for a bastard child, and the appellant had made several payments under the order up to the time when the respondent married. The appellant then ceased to pay, and the respondent made an application to the magistrates to enforce the order against him. The appellant resisted the application, on the ground that his liability as a putative father ceased as soon as the mother of the bastard married. The magistrates decided against him, and he appealed to the superior court, but the court, consisting of Manisty and Field, JJ., dismissed the appeal, and affirmed the decision of the magistrates, on the ground that since the Act of 35 & 36 Vict. c. 65, it could not be contended that the mother's marriage invalidated an order previously obtained against the putative father.

Since the above-mentioned Act was passed no case has arisen which can be treated as a distinct authority upon the point, but the same question was incidentally raised in the case of *Stacey* v. *Lintell* (L. R. 4 Q. B. D. 291). The actual decision there was that no woman could apply for a maintenance order under 35 & 36 Vict. c. 65, s. 3, as a single woman, after her marriage, if she was, at the time of the application, living with her husband. But Mellor, J., says in his judgment, "The reasoning followed by the court in *Lang* v. *Spicer* appears to me to be applicable to this case—that a woman who marries after the birth of her child ought not to be allowed to proceed against the putative father, inasmuch as her husband has become liable to support the child, and it could not have been the intention of the Legislature to establish a double liability for its maintenance." But Lush, J., said, "The proviso to 7 & 8 Vict. c. 101, s. 5, by which an order for the maintenance of a bastard child is to cease after the marriage of the mother, has been purposely omitted from 35 & 36 Vict. c. 65. I think the only effect of that omission is to prevent an order duly made from becoming wholly void on the marriage of the mother, and to leave it in the discretion of the justices to allow the order to continue until the child has reached the prescribed age." It will be seen that these two judgments differ, and that the court in the recent case has followed the decision of Lush, J., and practically overruled that of Mellor, J.

The first statute bearing upon this subject, 4 & 5 Will. 4, c. 76, is still in force, and the 57th section of that Act provides that every man marrying a woman having a child or children, whether legitimate or illegitimate, shall be liable to maintain such child or children as a part of his family until the child or children attain the age of sixteen or until the death of the mother of such child or children. This Act is distinct from the Bastardy Acts, and does not deal with the possibility of a maintenance order existing at the same time as the liability which it created by the above-mentioned provision. But the question of these two liabilities was raised in the case of *Lang* v. *Spicer* (1 M. & W. 129), where it was held that the distinct provision made by the Act of Will. 4 to ease the parish burdens rendered it impossible to have an order enforced upon a putative father after the mother's marriage to a person able to support the child, because the child then ceased to be chargeable on the parish, and no order could be made against him except as to a child so chargeable. Baron Parke distinctly says, "The putative father can never be called upon after the marriage." This decision is not shaken in the subsequent case of *Reg.* v. *Pilkington* (2 E. & B. 546). The real point there decided was that a married woman who had given birth to a bastard child in the absence of her husband, as a convict in Van Dieman's Land, could sue as a single woman, and that the order against the putative father did not cease upon her resuming cohabitation with her husband upon his return. But Erle, J. gives it as his reason for so deciding that "it cannot be said that the woman has married again." It was prior to this decision, but subsequently to that of *Lang* v. *Spicer*, that the Act of 7 & 8 Vict. c. 101 was passed, in which it was distinctly provided, in section 5, that no maintenance order should have any force or validity after the marriage of the mother, and this provision has been specifically repealed by 35 & 36 Vict. c. 65, schedule 1, and in the clause dealing with the cessation of such order the provision as the mother's marriage is omitted. The effect of this repeal would seem to be to leave the law in the same state as before the Act of 7 & 8 Vict. It may be that the decision of Lush, J., in *Stacey* v. *Lintell* is the best way of getting over a serious difficulty, and that for that reason it has been adopted in the case before us. But (assuming that in the recent case the husband was able to support the bastard) the conclusion is inconsistent with the reasoning in *Lang* v. *Spicer*.

Stephen Prosser Brett, formerly clerk to Messrs. Paul & Fearon, solicitors, New-inn, Strand, was charged at Bow-street Police Court on Thursday with stealing £18, the property of his employers. It was stated for the prosecution that the prisoner had obtained fraudulently large sums of money belonging to his employers. In the present case a cheque for £18 10s. had been intrusted to him to get cashed, and with the money he should have paid certain Inland Revenue fees. Only ten shillings had been thus expended. A second charge would be made against the prisoner for stealing a blank cheque, which he filled up for the amount of £250 and got cashed. Detective-Serjeant Partridge said he arrested the prisoner last night at Bexley Heath, when he found in an Australian belt he wore round his waist the sum of £130 in gold. Mr. Flowers remanded the prisoner for a week.

LIABILITY *INTER SE* OF OCCUPIERS OF DIFFERENT PARTS OF THE SAME HOUSE.

The case of *Stevens* v. *Woodward* (29 W. R. 506, L. R. 6 Q. B. D. 318) is a case of some interest, as illustrating the nicety of the distinctions upon which the existence or absence of legal liability sometimes turns.

The facts of the case were simple. The plaintiffs occupied premises beneath the offices of the defendants, who were solicitors. One of the defendants had a room in the offices, and in it was a lavatory for his own use, his orders to his clerks being that none of them should come into his room after he had left. A clerk went into the room to wash his hands at the lavatory after his employer had left, turned the water tap and negligently left it turned, so that the water overflowed and flowed into the plaintiffs' premises and damaged them. It was held that the act of the clerk was not within the scope of his authority or incident to the ordinary duties of his employment, and that there was no evidence of negligence for which the defendants were liable.

We do not see how the decision could have been otherwise. The case was put as one of liability of a master for the act of his servant, and the usual discussion took place with regard to the scope of the employment and so forth. The court decided, and we cannot help thinking rightly decided, that it was not within the scope of a clerk's employment to go into a room from entering which he was forbidden, and to use a lavatory not intended for his use. You might just as well say, that if a solicitor, having returned from an autumn trip to the moors, should happen to leave a gun in his chambers with cartridges, and a meddlesome clerk should get playing with it and trying how it was loaded, the solicitor would be liable if the gun went off and shot somebody on the floor below. It does not seem to us that the case can be determined on different considerations than would arise if some mischievous errand boy not in the defendant's employ, but having been sent to the premises on an errand, had turned on the tap of the lavatory while the clerk's back was turned, and so the mischief had been occasioned. As was pointed out by the court, the cases about scope of employment run extremely fine. To our thinking, in some cases, the scope of the employment has been carried very far as against the master. But whatever the true definition of the scope of the employment may be for the purpose of determining the liability of the master, the act of the clerk in this case was clearly on the other side of the line, and was not an act done in the scope of the employment.

The case was put in argument entirely on the question of negligence, and the liability of the master for the acts of the servant, but it is obvious that cases of this sort involve other considerations. These considerations, however, have been discussed in two previous cases, though we confess the law as between occupiers of different parts of the same house seems to us, notwithstanding these cases, to require further elucidation. In the case of *Carstairs* v. *Fedden* (L. R. 6 Ex. 217), the plaintiffs hired of the defendant the ground-floor of a warehouse, the upper part of which was occupied by the defendant himself. The water from the roof was collected by gutters into a box, from which it was discharged by a pipe into the drains. A hole was made in the box by a rat, through which the water entered the warehouse and wetted the plaintiff's goods. The defendant had used reasonable care in examining and seeing to the security of the gutters and the box. It was held that the defendant was not liable, either on the ground of an implied contract, or on the ground that he had brought the water to the place from which it entered the warehouse. An attempt was made to apply the well-known doctrine of *Fletcher* v. *Rylands* (L. R. 3 H. L. 340) to this case. That doctrine is that, when one landowner alters the natural state of things by collecting on his land some agent, such as water, which, if it escapes, must trespass on and damage the land of another, he is bound, at his peril, to keep it in, unless prevented by the act of God or *vis major*: it is not a question of negligence or no negligence. But Kelly, C.B., held that the accident occasioned by the rat was analogous to *vis major* or the act of God, and Bramwell, B., thought that the case differed from *Fletcher* v. *Rylands*, because in that case the defendant collected the water solely for his own benefit; but, in the case before him, the collecting of the water was as much for the benefit of the occupier of one part of the house as for the occupier of another. It seems pretty clear that this was a substantial distinction, and so the decision left untouched the question how far the doctrine of *Fletcher* v. *Rylands* might be applicable between the occupiers of different parts of the same house.

The case of *Ross* v. *Fedden* (L. R. 7 Q. B. 661) raised points of a somewhat similar description. The plaintiff there occupied for business purposes the ground-floor, and the defendants the second-floor, of the same house, respectively, as tenants from year to year. There was a water-closet on the defendants' premises, to which they alone had access, and of which they alone had the use. After their respective premises had been closed on a Saturday evening, water percolated from the water-closet through the first-floor to the plaintiff's premises, and caused damage to his stock-in-trade. The overflow of the water was owing to the valve of the supply-pipe to the pan of the water-closet having got out of order, and failed to close, and the waste-pipe being choked with paper. These defects could not be detected without examination, and the defendants did not know of them, and were guilty of no negligence. It was held that the doctrine of *Fletcher* v. *Rylands* did not apply, and that the defendants were not liable. The case was an appeal from the decision of a deputy county court judge. We believe the deputy county court judge was Mr. Wilson, the present Indian judge. He said, in giving judgment, "I think, however, that the judgment in *Carstairs* v. *Taylor* (L. R. 6 Ex. 217), leaves it very doubtful whether the rule of law laid down in *Rylands* v. *Fletcher* (L. R. 2 H. L. 330) applies to the case of two persons occupying two floors of the same house. But assuming the rule to apply, is the present case within it? As between the occupiers of parts of a house—a thing wholly artificial—it is rather a straining of language to speak of any one state of things as more natural than another. But I think that, in the words of Martin, B., in the case already referred to, 'one who takes a floor of a house must be held to take the premises as they are.' As far as he is concerned I think the state of things then existing may be treated as the natural state of things, and the flow of water through cisterns and pipes then in operation as equivalent to the natural flow of water. I think he takes subject to the ordinary risks arising from the use of the house as it stands; and that one who merely continues to use the rest of the house as it stands and in the ordinary manner does not fall within the rule in *Rylands* v. *Fletcher*, and in the absence of negligence is not liable to the consequences, and in the present case there is nothing to show, nor has it been suggested, that the water-closet or anything connected with it has been in any way altered by the defendants since they came into occupation. There is nothing to show, nor has it been suggested, that it has been in any way altered since the plaintiff became tenant of the ground-floor, or that it has been used in any but the ordinary manner." The judgments of the judges affirming this decision were short, and do little more than express concurrence with the reasoning of the deputy county court judge. The terms of his judgment leave open various nice questions which might arise as to the liability of the occupier of one part of a house to the occupier of another part of the same house. He expressly guards himself

from expressing any opinion whether the doctrine of *Fletcher* v. *Rylands* would apply when the occupier of one part of the house has altered the state of things existing at the time when the occupier of the other part of the house became tenant by bringing a dangerous agent, such as a collection of water, upon the premises.

It seems to us that great difficulty may in future arise with regard to the determination of a question of that sort, but possibly it may turn out that no alteration of the existing state of things, which does not go beyond the ordinary and reasonable use of the kind of premises which may be in question, would cause the doctrine of *Fletcher* v. *Rylands* to apply.

THE OFFICIAL RECEIVER UNDER THE BANKRUPTCY BILL.

Before we go into the portions of the new Bankruptcy Bill which are familiar to our readers, as being more or less founded on the previous attempts at legislation, it may be well to consider the novel provisions which are intended to remedy the evils arising from the apathy or ignorance of creditors. Amongst the most important of them are the clauses relating to the official receiver. Under clause 45 there are to be attached to each court having jurisdiction in bankruptcy an official receiver, or official receivers, of bankrupts' estates, who are "to be appointed by, and to act under, the general authority and directions of the Board of Trade"; but are to be "officers of the courts to which they are respectively attached."

The duties of these officials are defined by clause 46 as follows:—"The principal duty of the official receiver of a bankrupt's estate shall be to make a report to the court as to the conduct of the bankrupt, stating whether there is reason to believe that he has committed any act which constitutes a misdemeanor in case of bankruptcy, or which would justify the court in refusing, suspending, or qualifying an order for his discharge. It shall also be his duty—(*a*) pending the appointment of a trustee, to act as *interim* receiver and manager of the bankrupt's estate, where a special receiver and manager is not appointed; (*b*) pending the appointment of a trustee, to receive proofs of debts, and accept or reject them, subject to appeal to the court; (*c*) to summon and preside at the first meeting of creditors; (*d*) to issue forms of proxy for use at the first meeting of creditors; (*e*) to report to the creditors as to any proposal which the bankrupt may have made with respect to the mode of liquidating his affairs; (*f*) to advertise the order of adjudication, the bankrupt's examination, the date of the creditors' first meeting, and such other matters as it may be necessary to advertise for the purpose of the bankruptcy before the appointment of a trustee; (*g*) to take such part as may be directed by the Board of Trade in the public examination of the bankrupt." And, in addition to this, under clause 20 (sub-clause 10), if the creditors or the committee of inspection do not appoint a trustee within the prescribed time after the adjudication, "the official receiver for the time being shall become, and be deemed to be appointed by the Board of Trade, the trustee in the bankruptcy." And under clause 43, where it appears to the official receiver, from the bankrupt's statement of affairs or otherwise, that the bankrupt's estate is not likely to exceed £300, the official receiver is, as from the date of the first meeting, "to become, and be deemed to have been appointed by the Board of Trade, the trustee of the estate, unless the creditors at that or any subsequent meeting" resolve that some other person be appointed trustee.

It thus appears that the duties of the official receiver will be partly judicial and partly administrative. In order to ascertain, for the purpose of report to the court, whether the bankrupt has committed any act which constitutes a misdemeanor, or would justify the court in refusing, suspending, or qualifying an order of discharge, he must be familiar with the law of bankruptcy, and accustomed to deal with evidence. His report is to be "taken into consideration" by the court on hearing an application for the discharge of the bankrupt (clause 35), but it appears that the court cannot act upon it so as to refuse, or suspend, or qualify, the order of discharge unless on proof of some of the facts mentioned in clause 35. On the other hand, the court is enabled to "order a prosecution on the report of the official receiver" (clause 41), and where there is, in the opinion of the court, "ground to believe" that the bankrupt has been guilty of any offence which is by statute made a misdemeanor in cases of bankruptcy, the court may commit the bankrupt for trial (clause 42). It is obvious that, if these provisions are to be effective, the official receiver must be a person of legal training.

No hint, however, is given in the Bill of the qualifications of persons to be selected as official receivers, but Mr. Chamberlain stated in his speech, when introducing the Bill, that the registrars of county courts are to fulfil this function. No more fit persons could be selected if they can find time for the work. But it must be remembered that under the Bill (clause 33) every bankrupt must be publicly examined before the court. It is impossible to suppose that the judge can or will occupy his time in presiding at these examinations. The duty will doubtless be delegated (clause 52) to the registrars. How they are to combine with this and their other important duties the multifarious functions of the official receiver is not explained, and perhaps has not been considered. It is, however, obviously contemplated that the registrar shall not be the only official receiver attached to the court, for clause 11 provides that "where more than one official receiver is attached to the court, such one of them as is for the time being appointed by the court for any particular estate shall be the official receiver for the purpose of that estate."

The success of these provisions depends on whether the right class of persons can be induced to accept the office of official receiver, and that mainly depends on the amount of remuneration which will be offered. It is provided by clause 20 (sub-clause 12) that if the official receiver is appointed trustee, "he shall have remuneration as hereinafter mentioned." The only provision on this subject contained in the subsequent part of the Bill is clause 55, which provides (sub-clause 3) that "there shall be payable to persons appointed by the Board of Trade under this Act such remuneration, by way of salary, fees, commission, or otherwise, as the Board of Trade, with the concurrence of the Treasury, from time to time direct." So that the whole question of the remuneration of the official receiver is left to be settled by the Board of Trade and the Treasury. It may be safely affirmed that if the scale at all resembles that proposed for trustees in the schedule to the Act, it will be found impossible to obtain the services of persons qualified to perform the important duties proposed to be imposed on the official receiver.

It may, however, be questioned, after all, whether the elaborate provisions of the Bill relating to the official receiver will become practically operative. By clause 12 "*any creditor*" may, upon adjudication or at any time thereafter, before the appointment of a trustee, apply to the court for the appointment of "a special receiver and manager," and the court may, "if in the opinion of the court the interests of the creditors require it," appoint a special receiver and manager, and in this case (clause 46, subclause *a*.) the official receiver is not to act as *interim* receiver and manager of the bankrupt's estate; and "nothing in this Act shall authorize the official receiver to act in the administration of any property of which a special receiver and manager is appointed under this Act" (clause 46, sub-clause 3). It is easy to see that any creditor, acting in collusion with the bankrupt, may by means of these provisions obtain

the appointment of a special receiver, and thereby altogether exclude the examination and report by the official receiver.

RAILWAY RATES AND FARES.

II.

We have purposely dealt with the maximum charges for passengers, because diverse as they are, they are simplicity itself compared with the rates for goods, to deal with which in any detail would far too much incumber our present space, although we may do so at some future time. It is sufficient to point out that the form of toll clauses as to goods does not differ from the form as to passengers, although the degree of diversity is infinitely greater. As was said by the Royal Commission of 1865:—

> There is not only a diversity in the amount of tolls for the use of the line and in the rates when the company is a carrier, but an imperfect enumeration, and often a diversity of classification of the various goods to which the tolls apply. Thus some important commodities are altogether omitted, and the class in which a particular article is placed in the Act of one company is not always the same as that in which the same article is placed in the Act of another company. . . . The enumeration is extremely imperfect. One Act enumerates 22 articles, another 98, another 160; the Acts adding at the end of the highest class general words to include all other articles and matters not enumerated in the previous classes.

The consequence has been that it became absolutely necessary to prepare a more comprehensive catalogue, which has been embodied in what is called the "Clearing House Classification." "This classification," we read in Mr. Pareloe's admirable work on railways (p. 187), "is constantly undergoing revision, and the removal of a certain class of goods to another and higher class becomes a serious matter for the trader. Moreover, as a rule, *no notice is given of such alterations.*"

This leads us to the third branch of our subject, the consideration of the protection of the public by the 86th section of the Railways Clauses Consolidation Act, 1845. This very curious section runs thus:—

> And with respect to the carrying of passengers and goods upon the railway, and the tolls to be taken thereon, be it enacted as follows:—
>
> It shall be lawful for the company to use and employ locomotive engines or other moving power, and carriages and wagons to be drawn or propelled thereby, and to carry and convey upon the railway all such passengers and goods as shall be offered to them for that purpose, and to make such reasonable charges in respect thereof as they may from time to time determine upon, not exceeding the tolls by the special Act authorized to be taken by them.

In reference to section 3 (the interpretation clause of the Act), which provides that toll shall include any rate, charge, or other payment, &c., the first question which arises upon this section is whether "tolls" in the words "not exceeding the tolls" means tolls for the use of the line only or maximum rates. We think, on the whole, that it means tolls for the use of the line, engines, and carriages, and that the intention of the Legislature was to provide for the cases (not very numerous) in which a maximum rate clause should not be provided. The word, however, is clearly susceptible of the other construction, and if the other construction be the true one, the margin between any alleged unreasonable charge and the maximum charge will be less, for the maximum rate is always less than the maximum toll for the use of the line, engines, and carriages. However this may be, it is plain that the section imposes two limits. First, there is the parliamentary limit. Secondly, there is the limit of reasonableness. It is not enough that a charge shall not exceed a parliamentary maximum; it must also be reasonable. Now, reasonableness is, of course, a question of fact, to be decided like any other question of fact by a jury. We are led, therefore, to the inevitable conclusion that *any charge whatever made by any railway company may be disputed as unreasonable before a jury.* But would the courts give effect to such a construction, or would they reject the word "reasonable" as insensible? It is as plain as words can make it that railways are a highway in law by virtue of the 92nd section of the Railways Clauses Act, 1845, but in the *Powell Duffryn case* (L. R. 9 Ch. 331), the Court of Appeal declined to allow this theoretical right of the public to be enforced. Therefore, if any reasonable way of getting out of the grammatical construction of the section can be found, we may be pretty sure that the courts would avail themselves of it. We think, however, that the words of the section are too strong to be got over, and we observe that this is the view adopted by the latest writers on the subject, and by the Railway Commissioners (see Browne and Theobald's Law of Railway Companies, p. 291).

It can hardly be expected, however, that an individual will be found bold enough to dispute the charges of a railway company upon the basis of this section, and indeed the section itself seems, for some unaccountable reason, to have escaped the notice of those interested in enforcing it; for we observe that in *Great Western Railway Company* v. *Brown*, a case decided last week, in which two judges issued a prohibition to the Railway Commissioners, Mr. Brown, who complained of excessive fares, relied upon the Railway and Canal Traffic Act, and sought to prove that the imposition of such fares amounted to a denial of "reasonable facilities" within that Act. We are not surprised by the prohibition, and cannot but think that it was correctly issued, although we believe that not only the Railway Commissioners, but also the Scotch Court of Session, have taken the opposite view. Where there is an undue preference, the Railway Commissioners appear to us to have a jurisdiction over fares, but we cannot think that the mere word "facilities" can give them so wide a jurisdiction. The real remedy of the public seems to be through the Board of Trade by means of the following enactment in 7 & 8 Vict. c. 48, s. 18, with which we will conclude. This section, with an amount of verbiage unusual even in Acts of Parliament of that date, enacts that in all cases where railway companies infringe railway statutes, and the Board of Trade shall be of opinion that it would be for the public advantage that the companies should be restrained from so doing, the Board of Trade shall certify the Attorney-General of the fact, and thereupon the Attorney-General shall take steps in the proper court for the due enforcement of the law. We believe we are correct in stating that this section has been hitherto but little put in force, and that the few exceptions to be found in the books arose either from cases where either the Board of Trade itself, or a particular body of traders, or a particular body of shareholders, was interested. It seems, however, to be pretty clear that the object of the section was to protect the public at large.

NEW ORDERS.

TRADE MARKS.

The rules and forms issued by the United States Patent Office for the guidance of persons applying for the registration of trade-marks under the Act of March 3, 1881, can be inspected at the Trade-Marks Registry Office, 25, Southampton-buildings, W.C.

The twenty-first anniversary festival of the Solicitors' Benevolent Association will be held on Wednesday, the 22nd of June next, at seven o'clock p.m., at the "Albion," Aldersgate-street, London, under the presidency of the Attorney-General, Sir Henry James, Q.C., M.P.

REVIEWS.

MOOHUMMUDAN LAW.

MOOHUMMUDAN LAW OF INHERITANCE, AND RIGHTS AND RELATIONS AFFECTING IT. SUNNI DOCTRINE. BY ALMARIC RUMSEY, Barrister-at-Law, Professor of Indian Jurisprudence at King's College, London. W. H. Allen & Co.

Professor Rumsey's original "Chart of Moohummudan Inheritance," which consisted of less than fifty pages, has in fourteen years grown into a book of 375 pages. We are not surprised to find that it has been recommended by the Civil Service Commissioners for the use of candidates for the Indian Civil Service, since it contains, in a concise form, a full exposition of all the Sunni doctrines as to testamentary and marriage law. The author commences with a statement and exposition of the Moohummudan Law of Inheritance, and of the rights of the respective degrees of kindred, with examples to illustrate the various rules of distribution, and the special privileges and disabilities which exist in exceptional cases; and this is followed by an enunciation of the Moohummudan law as to wills, marriage, and dower. The preface contains an interesting account of the various authorities upon the system of law of which the author treats, and of the principal schools into which the Sunni sect have been divided, with a notice of some of the most eminent of the Arabian lawyers. The work has also a complete and exhaustive index, and we think it will be extensively used, not only by the Indian student and the practitioner before the Privy Council, but also by all those who may be interested in Asiatic history and literature, or who (to use the author's own phrase) "have no other object in view than their intellectual culture and gratification." The importance of the Moohummudan Law of Inheritance may be estimated by the circumstance that, according to that system, a testator who leaves any relations can dispose of no more than one-third of his property by will, so that in the case of every solvent estate there must necessarily be an intestacy as to a considerable proportion of it. There is no right of primogeniture, and generally speaking no right by representation, and no distinction (as in the Hindu law) between ancestral and self-acquired property. Among the peculiarities of the system are the rules of "exclusion," which are devised to prevent relations in different degrees from inheriting together, but these rules do not affect husbands, wives, parents, or children. One rule is that no person can inherit during the life of the person through whom he is related to the deceased. Another rule is that a person who is himself excluded may exclude another, although a person incapacitated from inheriting (as, for instance, on the ground of being an infidel) will not exclude another person, or reduce his share. Some of the special disabilities referred to in Professor Rumsey's 13th chapter (which appears for the first time in the present edition) will also be noticed with interest. For instance, a lost or missing person is considered to be living as regards his own property, but dead as regards the property of others. There is some doubt as to the period at the expiration of which death is to be presumed, but several persons have placed it at ninety years (!), death not being presumed to have occurred until the expiration of that interval. A study of the special rules of law as to testamentary dispositions will be found equally interesting, and will disclose the result of industry and careful research on the part of the author.

ELECTION PETITIONS.

REPORTS OF THE DECISIONS OF THE JUDGES FOR THE TRIAL OF ELECTION PETITIONS IN ENGLAND AND IRELAND. By EDWARD LOUGHLIN O'MALLEY and HENRY HARDCASTLE, Barristers-at-Law. Vol. III. Stevens & Haynes.

Although Mr. O'Malley has, through his appointment as Attorney-General at Hong Kong, been prevented from assisting further in this well-known series of reports, his name is, for convenience of citation, retained in the third volume, which has been prepared by Mr. Hardcastle alone. The volume extends from the North Durham Petition in August, 1874, to the second Evesham Petition, which was decided last December, and thus includes all but one of the petitions which have been tried by two judges under the Act of 1879. Several of the cases now reported involve important questions of election law. Thus the *Tipperary case* (p. 19) deals with the disability of a convicted felon to sit in Parliament; and the judges discussed in the *Plymouth case* (p. 107) the question of bribery by means of charitable gifts, and in the *Bewdley case* (p. 145) that of the agency of the members of political associations. The *Boston case* (p. 151) establishes the illegality of the colourable employment of voters as "watchers," and the *Oxford case* (p. 155) that of the colourable employment of voters as messengers. Mr. Hardcastle might, with advantage, have appended a digest of the rulings which he has reported; for, in the absence of head-notes, the discovery of the effect of the various judgments is a work of time.

TORTS.

A SUMMARY OF THE LAW OF TORTS. THIRD EDITION. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law, assisted by CLAUDE C. M. PLUMPTRE, Barrister-at-Law. Butterworths.

Mr. Underhill's work on Torts has, in little more than seven years, reached a third edition, in which he has the benefit of the assistance of Mr. Plumptre, who is known as the author of a companion work on the Law of Contracts. The book has been carefully edited and revised, and all the provisions of the Employers' Liability Act, 1880, have been incorporated in the text. Mr. Underhill would scarcely aspire to become a rival of Addison, bu this work may be recommended to students, since the law of torts is stated in a series of concise rules, illustrated by a reference to the leading authorities. The decisions cited are brought down to a very recent date, but in the selection of the latest cases Mr. Underhill appears to have confined his researches to two series of reports—a "self-denying ordinance" which will probably deprive his readers of several valuable authorities. Thus, some of the recent decisions as to infringement of trade-marks have been entirely ignored.

ARTICLED CLERKS.

THE ARTICLED CLERK'S HAND-BOOK, CONTAINING A COURSE OF STUDY FOR THE PRELIMINARY, INTERMEDIATE, FINAL, AND HONOURS EXAMINATIONS FOR ARTICLED CLERKS. By RICHARD HALLIDAY. FIFTH EDITION. Horace Cox.

This edition has been prepared with special reference to the provisions as to the examination of articled clerks, which are contained in the Solicitors Act, 1877, and all the regulations made under that Act are fully set out. The work deals with the preliminary examination, as well as with the intermediate and final, and the hints as to reading for each appear to be useful and practical. The appendix contains specimens of questions set in each examination, as well as a "Glossary of Technical Law Phrases," which is likely to be of service to students.

It is stated that Mr. E. H. Harris, solicitor, late one of the Prothonotaries of Lancashire, left, by his will, a sum of over £200,000 to be applied to charitable purposes.

CORRESPONDENCE.

THE BANKRUPTCY ACT.—DISCLAIMER OF LEASES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—This subject, which was referred to in your paper of the 9th inst., is of such great importance that I venture to trouble you with some remarks upon it.

I do not so much propose to criticise decided cases as to consider whether any way can be suggested of remedying the present most unsatisfactory state of the law. This consideration is all the more important at the present time, as a Bankruptcy Bill, proposing to deal with the subject, is now before the House of Commons.

I would only remark, as regards the present enactment, that any construction which would attribute to a disclaimer by a person who is trustee of "the property of the bankrupt" the effect of a surrender or destruction of that which, at the date of the bankruptcy, was no part of the property of the bankrupt, and never could have vested in the trustee—*i.e.*, the sub-interest, whether legal or equitable, previously carved out of it—would, in my opinion, do violence to the language of the Act and to common sense.

For this reason, I think that *Taylor* v. *Gillott* was wrongly decided, and that, the effect of the disclaimer or surrender being to vest in the landlord the term created by the lease, he, like any other surrenderee, was bound to give effect to an interest, though equitable only, carved out of it and known to him at the time. I think the writer of the paper to which I have referred scarcely deals with the point raised in the case, when he says it was asking the reversioner to do something to which he had never agreed. The application against the defendant was not in respect of his original reversion, but because he had, with knowledge, acquired the estate out of which alone effect could have been given to the sub-interest, and out of which the bankrupt had agreed to give it.

No Act of Parliament has attempted to meet the difficulties of this subject, and it is only charitable to the draftsman of the section in the present Act to suppose that he knew nothing of them.

In attempting to frame any provisions, we must, before all else, settle clearly what are the objects we seek to attain, and what to avoid.

To destroy sub-interests by the act of the representative of the person creating them must be wrong, whilst to return the property to the landlord burdened with charges and sub-tenancies, and stripped of its valuable incidents, must be equally so.

I would suggest that the objects of any legislation should be to free the trustee and the bankrupt's estate from liability to the obligations of the lease (subject to rights of proof by persons injured), and to interfere as little as possible with all other rights.

I propose, *first*, that the trustee shall have power, by leave of the court, to sign some instrument, or give some notice to all parties interested, the effect of which would be to inform them that he will not adopt the lease, and that, thereupon, the liability of the trustee, and (subject to rights of proof) the liability of the bankrupt's estate, shall cease; and, *secondly*, that the court may, at any time afterwards, upon hearing all parties, make an order vesting the term in any person entitled to it.

I would, after the execution by the trustee of the instrument or notice, leave all persons, except the bankrupt and his trustee, in the same situations as before. I should not propose to oust the jurisdiction of the ordinary courts—as, for instance, where a lessor wished to sue a lessee who had assigned his lease to a bankrupt, or to bring ejectment for recovery of the premises; but when, in order to do justice or protect rights, possession of the term of years became necessary, the Court of Bankruptcy should have power summarily to make a vesting order.

I will give an instance of what might be the working of my scheme; it may make my meaning more plain:—

Assume a lease granted to A. and assigned to B., who makes a sub-lease and then becomes bankrupt; whilst B.'s trustee should have power to relieve himself and the bankrupt's estate, he should have no power to destroy the sub-lease nor to affect the landlord's rights against A.

If such a notice as I have suggested were given, the landlord might sue A. on his covenants, in which case A., to make the best of his position, would probably apply to the Bankruptcy Court for an order vesting the term in him—or the landlord might prefer to apply to the court for an order vesting the term in him—and, if the sub-lessee did not oppose, should obtain it, the rights and interests of all other persons being extinguished. If, however, the sub-lessee chose to accept the lease and its obligations, the court should vest it in him.

I admit that to make the person claiming the sub-interest, whether as mortgagee or otherwise, accept the obligations of the lease may be some hardship on him; but as his security or interest was created under a lease, it always had attached to it the risk that if he or someone else did not perform those obligations, he might lose his rights, and this burden having fallen upon him, he must accept it or lose them.

Possibly if breaches of covenant had been committed, the lessor might proceed by ejectment and recover possession and destroy the lease by that process. I would not restrain his doing so, but in the meantime the power of the Bankruptcy Court to make a vesting order in any person claiming under the lease might be exercised, without prejudicing the landlord's action.

The question of what should be done as regards sub-interests where the landlord attacks the lessee, who then applies for a vesting order, is more difficult; but unless they were created prior to the assignment by him, I should give the court power to extinguish them, unless the owners of them were willing to adopt the lease. This I should do on the ground that they claim under the assignee who has covenanted to indemnify, or whilst his estate subsists ought to indemnify, the lessee.

It is obvious that considerable power of investigating the interests of the persons interested and of dealing with them must be left with the court, and that more persons than one might have a right of proof, as persons injured, against the bankrupt's estate; but bearing in mind the two propositions which I premised, and which seem to me essential, I have not yet recognized any scheme more likely to do justice.

It may seem some violation of legal principles to leave the term subsisting in the trustee without any liability on his part to perform its provisions, but this I believe to be merely a technical objection, and of no importance if the result would be satisfactory.

Some time since I sketched out some clauses for giving effect to the scheme which I have suggested. They are certainly imperfect and require much consideration, and I am not sure that, in lieu of attempting to frame any rules, it would not be better to leave the court to deal with the facts of each case. I, however, send you the sketch, which may assist you in deciding whether you approve or disapprove of my scheme.

To some extent it is followed in the new Bill; but so far as I have considered the provisions of that measure they are not sufficiently clear, and would fail in practice by not giving sufficient powers to the court to deal with, and if necessary extinguish, the various interests which may present themselves.

This letter is, however, too long already to permit of my criticising in it the provisions of the Bill.

J. A.

[We propose to deal with this subject, in connection with our correspondent's valuable letter, next week.—Ed. *S. J.*]

CASES OF LAST WEEK.

PUBLIC WORSHIP REGULATION ACT, 1874, ss. 7, 9—JURISDICTION OF JUDGE—SIGNIFICAVIT—LOCALITY OF SITTING—VICE-CHANCELLOR OF LANCASTER—JURISDICTION—5 ELIZ., c. 23, s. 11—53 GEO. 3, c. 127, s. 1—13 & 14 VICT. c. 43, s. 13.—In a case of *In re Green*, before the Court of Appeal on the 12th inst., a question arose as to the jurisdiction of the judge of the Court of Arches under the Public Worship Regulation Act, 1874. Section 9 provides that when a representation has been made under the Act, and transmitted by the bishop to the archbishop of the province, he shall "forthwith require the judge to hear the matter of the representation at any place within the diocese or province, or in London or Westminster." A representation was made against the incumbent of a place situate in the diocese of Manchester, and in the County Palatine of Lancaster, and was sent by the bishop to the Archbishop of York, who sent a requisition to the judge requiring him to hear and determine the matter of the representation either in London or in Westminster, or within the province of York, or the diocese of Manchester. The judge elected to hear it at Westminster, and after hearing it there he issued a "monition" against the defendant. The monition being disregarded, an "inhibition" was issued against the incumbent, and this also being disregarded, the judge, sitting at Westminster, pronounced the incumbent in contempt, and signified the contempt to the Chancery Division of the High Court, and a copy of the writ was sent to the Chancery Court of the County Palatine. The Vice-Chancellor of that court gave notice to the defendant that he should sit at his chambers in Lincoln's-inn for the purpose of hearing the matter, and, after hearing it accordingly, he issued a writ *de contumace capiendo*, addressed to the sheriff of the County Palatine, under which the defendant was arrested and lodged in gaol. Upon an application for a writ of *habeas corpus*, it was contended that, under section 9 of the Public Worship Act, the judge had jurisdiction only to hear the matter of the representation at Westminster, and that, as the *significavit* was issued by him in respect of disobedience to an inhibition issued by him as official principal of the Provincial Court of York, for ecclesiastical offences committed within the province of York, he could only sit for that purpose within that province. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.), however, held that the power given by section 9 of the Act "to hear the matter of the representation" at the place appointed by the archbishop, extended to any proceeding incident to the hearing, and subsequent to it, which was part and parcel of the cause. The whole matter might be heard at the place appointed by the archbishop, until the will of the court was finally executed. Two other objections were raised—that the Vice-Chancellor of the County Palatine had no jurisdiction to receive the writ of *significavit*, or to issue the writ *de contumace capiendo* thereupon, and that, if he had, he could not exercise the jurisdiction sitting in his chambers in Lincoln's-inn. The court held that both these objections were unfounded.—SOLICITORS, *Brooks, Jenkins & Co.; J. Girdlestone; Solicitor to the Treasury.*

INTESTACY—NEXT OF KIN—"CHILDREN" OF DECEASED BROTHER—LEGITIMACY ACCORDING TO LAW OF DOMICIL—STATUTE OF DISTRIBUTIONS (22 & 23 CAR. 2, c. 10), s. 7.—In a case of *In re Goodman's Trusts*, before the Court of Appeal, on the 13th inst., the question arose whether, under the Statute of Distributions, the children of a deceased brother or sister of an intestate, who are to take as his next of kin by representation, include children who are legitimate according to the law of the country where their parents were domiciled at the time of their birth, although those children would have been illegitimate according to the law of England if their parents had been domiciled there at that time, or whether the word is to be strictly confined to children who would have been legitimate according to English law; in other words, whether regard is to be had to the domicil of the deceased brother or sister, or only to the domicil of the intestate. At the death of the intestate, a domiciled Englishwoman, her only next of kin were children of two brothers. One of the brothers had, when domiciled in England, lived with a mistress, by whom he had three children. He then went to reside permanently in Holland. There he had a fourth child by the mistress. Afterwards, he married the mistress, and had by her a fifth child. By the laws of Holland the marriage legitimated the children who were born before it. The fourth child, a daughter, claimed to share with the fifth as one of the next of kin of the intestate. Jessel, M.R., held (28 W. R. 902, L. R. 14 Ch. D. 619) that, as she would not have been legitimate according to the law of England if her parents had been domiciled there at the time of her birth, she was not entitled. The Court of Appeal (JAMES, COTTON, and LUSH, L.JJ.) reversed this decision, though they were divided in opinion, and held that the claim of the fourth child was well founded. LUSH, L.J. agreed with the Master of the Rolls. He said it had been admitted, and he thought rightly admitted, that no decision was to be found in favour of the construction of the statute for which the appellant contended. It was well established that the distribution of an intestate's property was governed by the law of his domicil. If the court was administering the personal estate of a person who had died intestate in Holland, being domiciled there, it would administer it according to the law of Holland, and in such an administration the appellant would be treated as one of the lawful children of her father. To that extent her *status* in her own country would be recognized and accepted as her *status* here. But the administration of the estate of an intestate who was domiciled in England must be according to English law. It was argued that, even when it had to deal with an English estate, the English law would accept the *status* established by the law of the claimant's own domicil, and treat as of kin a person who, if born in this country, would have been *filius nullius*. On this point his lordship differed from his colleagues. The only authority for the doctrine was to be found in the opinion of foreign jurists, and in some *dicta* of English judges based on those opinions. The result of it would be that the same person might be both legitimate and illegitimate in the same country—legitimate as regarded succession to personalty, but illegitimate as regarded succession to realty. It could not be disputed that by the ancient common law of England a person born out of lawful wedlock was deemed *filius nullius*. The Statute of Merton (20 Hen. 3, c. 9), showed that the barons refused to accede to the demand of the bishops for the introduction of the canon law, which, like the civil law, recognized the subsequent marriage of the parents as legitimating their previously born issue. The demand of the bishops was in terms confined to an alteration in the law of succession to real estate, but, if the common law had at that time recognized any distinction between the succession to real and the succession to personal estate, it would have been a strong argument for the bishops, and one would have expected something to be said about it. His lordship read the Statute of Merton as declaring that no innovation upon the ancient law of England of the nature of that demanded by the bishops should be made at all. The observations of Blackstone in his Commentaries (book 1, p. 455, and book 2, c. 15), showed that he was not aware of any concession to the canon and civil law which should entitle a legitimated *ante natus* to rank in our table of consanguinity as a child born in wedlock. His lordship was of opinion that the Statute of Distributions, like any other, must be construed in the sense which the common law put upon its words, and that the word "children" in it meant such children and such only as were recognized in our table of consanguinity. COTTON, L.J., said that the question of legitimacy was one of *status*, and in his opinion, by the law of England, questions of *status* depended on the law of domicil. Lord Stowell in *Dalrymple* v. *Dalrymple* (2 Hagg. Cons. 58) said that "according to the law of England the *status* or condition of a claimant is tried by reference to the law of the country where the *status* originated." And in *Fraser* v. *Livingstone* (3 Macq. 54) Lord Wensleydale said, "The laws of the State affecting the personal *status* of its subjects travel with them wherever they go, and attach to them in whatever country they are resident." If, as in his lordship's opinion was the case, the question whether a person was legitimate depended on the law of the place where his parents were domiciled at the time of his birth—*i.e.*, on his domicil of origin—he could not understand on what principle, if he was by that law legitimate, he was not legitimate everywhere. And he was of opinion that, if a child was legitimate by the law of the

country in which at the time of its birth its parents were domiciled, the law of England, except in the case of succession to real estate in England, recognized and acted on the *status* thus declared by the law of the domicil. In deciding questions of legitimacy the law of England looked to the law of the actual domicil at the time of the birth. JAMES, L.J., said that the question was: What was the rule which the English law adopted and applied to a non-English child? This was a question of international law. According to that law in all other civilized communities the *status* of a person, his legitimacy or illegitimacy, was to be determined everywhere by the law of the country of his origin, the law under which he was born. It would require a great force of argument derived from legal principle, or great weight of authority clear and distinct, to justify the court in holding that our country stood in this respect aloof in barbarous insularity from the rest of the civilized world. On principle every consideration went strongly to show that it ought not so to stand. But on authority, as well as on principle, he thought it conclusive that the question ought to be determined in favour of the appellant.

A great deal of the discussion on the argument of the appeal turned upon the effect of the decisions in *Birtwhistle* v. *Vardill* (2 C. & F. 571, 7 C. & F. 895) and *Boyes* v. *Bedale* (1 H. & M. 798). In the former case the House of Lords held that a Scotchman, legitimated in Scotland by the subsequent marriage of his parents, could not take as heir to his father of real estate in England, because he was not born in lawful wedlock. LUSH, L.J., said that this case was a binding decision that, for the purpose of succession to real estate, the foreign *status* of legitimacy by the subsequent marriage of the parents was not recognized by the law of England; but the question whether the succession to the personal estate of an intestate domiciled in England should follow the law of the succession to realty did not then arise, and was left open by the judges. COTTON, L.J., said that the decision in *Birtwhistle* v. *Vardill* was not against the present appellant, while the opinions expressed by the judges were in her favour. In his lordship's view the judges intended to express an opinion that the claimant in that case, being legitimate by the law of Scotland, where his parents were domiciled at his birth and at the date of their marriage, must be considered as legitimate in England, except for the purpose of succession to real estate there, and that this depended on a special rule of the feudal law as adopted in England. And this seemed to be the view taken by Lord Cranworth in *Shaw* v. *Gould* (L. R. 3 H. L. 70), and by Vice-Chancellor Kindersley in *In re Dow's Estate* (4 Drew. 194). JAMES, L.J., said that in the opinion of the judges given in answer to the question put to them by the lords, two distinct propositions were clearly enunciated—(1) that the claimant was for all purposes and to all intents legitimate; (2) that such legitimacy did not necessarily, and did not in fact in that case, include heirship to English land. The first proposition was accepted by the law lords without any doubt or question; the second was questioned, but the case was ultimately determined in accordance with the second proposition. It might be said that the only decision was against the heirship in that case, but it was the *ratio decidendi* by which the court ought to be guided. What the assembled judges there said, and what the lords held, was that the case of heirship to English land was a peculiar exception to the rights incident to that character and *status* of legitimacy, which was admitted by both judges and lords to be the true character and *status* of the claimant. It was an additional instance of the many anomalies which, at that time, affected the descent of land. Heirship was an incident of land, depending on local law, the law of the country, the county, the manor, and even of the property itself, the *forma feudi*. Kinship was an incident of the person and universal. It appeared to his lordship that a statement of the law so given and so accepted nearly fifty years ago, which had been adopted without question by jurists as a correct statement of English adhesion to the universal law and comity of nations, was not to be questioned at this time by any tribunal short of the House of Lords, and he thought not by them. In the other case, *Boyes* v. *Bedale*, Lord Hatherley (then Vice-Chancellor Wood) held, upon the construction of the will of a testator domiciled in England, that, under a gift of £5,000 to the children of A., only such children could take as were children according to the law of England, and that a daughter of A., born when he was domiciled in France, but before his marriage to the mother, could not take, though she had, by the law of France, become legitimated by the subsequent marriage of her parents. And at the close of his judgment the Vice-Chancellor said, "I take it that the language of the Statute of Distributions would be dealt with in the same way." LUSH, L.J., said that, though this observation was an *obiter dictum*, it followed as a logical consequence from the decision. If a testator used the very words of the Statute of Distributions, and nothing appeared to show that he intended to use them in any other than their legal sense, upon what principle could the same words in an English statute, passed to supply the place of a will and intended to govern the administration of the estate of a domiciled Englishman, receive a different meaning? COTTON, L.J., thought that the decision in *Boyes* v. *Bedale* was contrary to principle and erroneous. JAMES, L.J., thought that the ground on which the decision in *Boyes* v. *Bedale* was founded—viz., that in an Englishman's will the children of a nephew must mean children who would be lawful children if they were English children—was a violent presumption. But the point as to the construction of the Statute of Distributions was never argued by counsel, and the *dictum* of the Vice-Chancellor must have been hastily uttered at the close of an oral judgment. It must be borne in mind that the Statute of Distributions was not a statute for Englishmen only, but for all persons, whether English or not, dying intestate and domiciled in England. And it was to provide for what was thought an equitable distribution of the assets as to which the intestate had not, through inadvertence, expressed his testamentary intentions, and, as the law applied universally to persons of all countries, races, and religions whatsoever, the proper law to be applied in determining kindred was the universal law, the international law adopted by the comity of states.—SOLICITORS, *Caprou, Dalton, & Co; Wild, Browne, & Wild.*

WILL — CONSTRUCTION — INCONSISTENCY — ANNUITY TO COMMENCE AT FUTURE TIME.—In a case of *Bywater* v. *Clarke*, before the Court of Appeal on the 13th inst., a question arose upon the construction of a will in which there were two inconsistent clauses. The testator bequeathed to his wife during widowhood, and until all his four daughters by a former wife should have attained twenty-one or died under that age, an annuity of £800, and in respect of each of those daughters who should for the time be living and under twenty-one, a further annuity of £100. And, in case he should have any children by his then present wife, he bequeathed to her in respect of each of such children, who should for the time being be living and under twenty-one, a further annuity of £150, to commence after all his four daughters by his first wife should have attained twenty-one or died, to be paid by equal half-yearly payments, the first of such payments to be made at the expiration of six calendar months after the testator's death. The testator died in 1874. The four daughters by the first wife survived him, the youngest of them being eleven at the time of his death. There were also two infant children by the second wife. JESSEL, M.R., held that the widow was entitled under the will to two annuities of £150 in respect of her own two infant children. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.) held that the direction that the first payment of the annuities of £150 should be made six months after the testator's death was inconsistent with the terms of the gift of those annuities, according to which the annuities were not to commence until all the four daughters by the first wife had attained twenty-one or had died, an event which had not yet happened. The clause as to payment at the expiration of six months must therefore be rejected as repugnant to the terms of the gift itself.—SOLICITORS, *Holder, Roberts, & Gillett; G. B. Batchelor.*

WILL—CONSTRUCTION—DIRECTION TO SETTLE LEGACY IN THE EVENT OF MARRIAGE OF LEGATEE.—In a case of *Money* v. *Money*, before FRY, J., on the 12th inst., a question arose upon the construction of a direction in a will that a legacy given absolutely in the first instance should, in the event of the legatee marrying a particular lady, be retained by the testator's executors upon trust to invest the same, and to pay the income thereof to the legatee for his life, and after his death to pay the income to the lady for her life, and after the decease of the survivor of them to pay and divide the

capital of the legacy among the children of the legatee. Three months after the death of the testator, the legatee married the lady. FRY, J., held that, though the trust for investment on the marriage of the son, which cut down the original absolute gift of the legacy to him, was in its terms as general as possible, there being no limitation to marriage at any particular time, yet some limit must be placed on it. If it had been intended by the testator that it should be absolutely without limit, there ought to have been a direction to invest the legacy when it became payable, whereas the only direction to invest was on the marriage. His lordship thought that the limit must be the time when the payment of the legacy ought to be made or when it was in fact made—*i.e.*, the marriage must take place before the expiration of a year after the testator's death, or before the time when the executors were ready to pay the legacy. It was immaterial in the events which had happened which was the limit to be imposed, for the year had not expired, and the executors had not suggested that they were ready to pay the legacy. It must be invested upon the trusts directed by the will.—SOLICITORS, *Lethbridge & Son; Rogerson & Ford.*

PRACTICE—CONTEMPT—DISCHARGE—EX PARTE APPLICATION.—In an action of *In re Manning, Pendrey* v. *King*, an application was, on the 11th inst., made to Hall, V.C., for an order of discharge from custody of the defendant, who had been committed for contempt in disobeying an order to answer the plaintiff's interrogatories. The order for his committal was made in September last by Lord Chief Justice Coleridge, sitting as Vacation Judge. The defendant had now answered the interrogatories, and had delivered his affidavit to the plaintiff on the 4th of April. The present application was made *ex parte*, and a question arose as to whether it should not have been made upon notice to the plaintiff. HALL, V.C., however, said that, as the plaintiff had received the answer to the interrogatories several days ago, and had taken no action whatever in the matter, he should direct the order to be drawn up upon the present application, subject to production to the registrar of the day of the office copy of the defendant's affidavit.—SOLICITOR, *A. Rutter.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, acting as Chief Judge.)

April 13.—*Re Boulden, the younger.*

Injunction granted under a composition resolution to restrain proceedings by a creditor in respect of a proveable debt, although such creditor has obtained a committal order against the debtor from a county court.

This was an application on behalf of the debtor for an injunction restraining Mr. Pedley from taking further proceedings upon a judgment obtained against him until further order.

On the 11th of June, 1880, Pedley caused a default summons to be issued against Boulden in the Southwark County Court in respect of the sum of £10 10s. 4d. received by the debtor as salesman, for goods sold for Pedley, who was a market gardener.

Boulden gave notice that he intended to dispute the debt, but at the trial he did not appear, and on the 12th of July Pedley obtained judgment. On the 24th, Pedley caused execution to be issued upon the judgment, but nothing was recovered from it.

A judgment summons was subsequently taken out by Pedley, and the county court judge, on the 22nd of November, made an order for the defendant's committal for ten days, but it appeared that the warrant had never been executed.

On the 15th of February, 1881, Boulden filed a petition for liquidation, and at the first meeting a statutory majority of the creditors passed a resolution by which they accepted a composition.

The debtor on the 21st of March applied to the county court judge to rescind the order for his committal, but he declined to do so, being of opinion that the order had been properly made.

At a meeting of creditors, held on the 23rd of March, the resolution accepting a composition was confirmed, and it had since been registered.

T. Noton (solicitor) in support of the application.—The creditors having agreed to accept a composition, the respondent is bound by the resolution, and he ought not to be allowed to proceed further upon his judgment.

C. Swann Sheild, for the respondent.—The respondent has obtained a warrant for the debtor's arrest, and he is in the position of a creditor holding a security. He ought not, therefore, to be restrained from taking further proceedings. *The Earl of Lewes* v. *Barnett* (L. R. 6 Ch. D. 252) shows that the court will not release a debtor who is in custody for non-payment of money, being a default by a person acting in a fiduciary capacity. The debtor in this case has put it out of his power to pay the debt by presenting a petition for liquidation, and *Cobham* v. *Dalton* (28 W. R. 865, L. R. 10 Ch. 655) is distinguishable.

Mr. REGISTRAR MURRAY.—If the debtor had been in prison might he not have come to this court and said: "I am in prison for a debt proveable under the adjudication, and you must restrain the creditor"?

Sheild.—I submit not. The principle laid down in *The Earl of Lewes* v. *Barnett* applies, and the respondent ought not to be restrained.

Mr. REGISTRAR MURRAY said all that was done in *The Earl of Lewes* v. *Barnett* was this, that the bankrupt applied for his discharge to the Chancery Division, and the court refused the application, saying that the bankrupt, if so advised, might renew it after he had passed his public examination. He did not entertain the slightest *scintilla* of doubt that the debtor in this case was entitled to the injunction. When a debtor filed a petition for liquidation and submitted to the jurisdiction of the court, and the creditors passed resolutions for a composition, there was no doubt he was entitled to say: "You shall not take my body in execution in respect of a proveable debt." The question as to whether the debt had been contracted by a person acting in a fiduciary capacity, or by fraud, was a matter to be considered when the debtor applied for an order of discharge.

Application granted.

Solicitor for the debtor, *Noton.*

Solicitors for the respondent, *Ullithorne, Currey, & Villiers*, for *L. Jessopp*, Bedford.

THE BANKRUPTCY BILL.

[SPECIAL REPORT.]

A MEETING of the Institute of Bankers was held at the London Institution, Finsbury-circus, on Wednesday evening, the chair being taken by Sir John Lubbock, Bart. (president), and afterwards by Mr. R. Biddulph Martin, M.P. (treasurer).

Mr. JOHN SMITH (manager of the London and Yorkshire Bank) read a paper upon the Bill now before Parliament for amending the law relating to bankruptcy, which dealt principally with the suggestions which had been forwarded to the Government by the council of the institute. He commenced his paper by saying that the Bill appeared to him to be one of great value, and to deserve the cordial support of all who were interested in effecting a satisfactory reform of the bankruptcy laws. The Bill introduced a system of supervision in bankruptcy matters by the Board of Trade which would prove an immediate gain in the practical working of the law, and was of vast importance for the future, as the intelligent superintendence of the department would afford a pledge that whatever might prove defective would, from time to time, be amended. The main features of this supervision were as follows—viz., the Comptroller in Bankruptcy would be placed under the control of the Board of Trade (section 44), which was also authorized to appoint official receivers of the bankrupt's estates, to be attached to each bankruptcy court, but who should act under the directions of the Board of Trade. This officer would act as receiver of the estate until a trustee was appointed. He would advertise, and preside at, the first meeting of creditors, receive and adjudicate upon proofs of debts, control the use of proxies, report as to any proposed scheme of arrangement or offer of composition, take part in the debtor's examination, and report to the court upon the conduct of the debtor, before he obtained his discharge (section 46). The trustee appointed by the creditors must receive the certificate of his appointment from the

Board, and before doing so must give security to its satisfaction (section 20, sub-sections 1 to 4). The Board might object to any appointment of a trustee, or might remove one already appointed (with powers to the creditors, if dissatisfied, to appeal to the court) (section 24, sub-section 2). It would have power to modify the scale of remuneration to trustees, or to sanction an increased allowance in special cases (section 20, sub-sections 6 and 8). It would also be intrusted with the power to grant or withhold a release to the trustee, subject to the right of appeal to the court (section 32). Where no committee was appointed, it would act in place of one in all matters requiring the intervention of such a committee (section 61). It would thus be seen that, while leaving the creditors free to deal with the bankrupt's property, the Bill provided a most effective control over the conduct of the debtor and the administration of the trustee. This would undoubtedly prove one of the most valuable provisions of the Bill, inasmuch as no steps for perfecting the machinery of bankruptcy procedure could be expected to be effectual without an efficient and effectual control over its working. It had been objected that this involved a retrograde movement in the direction of that "officialism" which had characterized previous systems of bankruptcy administration, but it was the system of official *administration* which experience had condemned, which was the system which characterized the legislation of the early part of the present century, and was cumbersome and costly, the whole of the proceedings being marked with interminable delays and other sources of irritation. That system was condemned and swept away by the Act of 1869 and its predecessors. But the system of official *supervision* was a very different matter, and without such a supervision it was simply impossible to provide against the grossest abuses. Those who argued against it, on the ground that the creditors ought to be left perfectly free to manage their own affairs, forgot that there were matters on which the creditors as a body could not be consulted, and they made the serious mistake of confounding the action of "any creditor" with the action of "all the creditors." It was possible that even a majority of creditors might err and might appoint an utterly incompetent committee of inspection, or might dispense with its appointment altogether, and was a minority of creditors to have no redress, and no means of compelling a proper investigation and control? The Act of 1869 utterly ignored minorities, and the absence of some provision for an *independent* supervision had been the main cause why it had proved such an utter failure.

Proceedings were to commence by a "petition" (section 3) presented either by a debtor or by a creditor or creditors for £20 or upwards. On an order for adjudication being pronounced, or on the appointment of a receiver, all proceedings for the recovery of debt would be stayed (section 16), and within three days of the adjudication, or such extended period as the court might allow, the bankrupt would be required to furnish a statement of his assets and liabilities (section 14). The court might, before adjudication, on the application of any creditor, appoint a receiver and manager of the debtor's estate (section 8), and the "official receiver" would act in this capacity unless the court thought fit that some other person should be appointed (section 46, sub-section 2). An order of adjudication having been made, the property of the bankrupt would vest in the "official receiver" (section 11, sub-section 1), and unless a special receiver were appointed, he would be the receiver and manager until the appointment of a trustee (section 46, sub-section 1). But the court might, on the application of any creditor, appoint a special receiver (section 12). These provisions did not secure the appointment of an independent receiver. The general body of creditors would not be consulted before the first meeting, and nothing could be easier for a creditor who desired to have the manipulation of the estate, than to induce the court by an affidavit to appoint a special nominee of the applicant, and thereby defeat the intention of the Bill to secure an independent investigation prior to the meeting of creditors; and there was nothing to prevent a debtor, acting in collusion with a creditor, from securing the appointment of his own nominee. The argument in favour of the provision was that it was in certain cases necessary to have the debtor's business carried on by some one acquainted with the trade, but it would of course be the duty of the official receiver to appoint a qualified manager for carrying on the debtor's business, if necessary, and the Bill should provide for this, otherwise it would fail in securing the interests of all the creditors. There was nothing in the Bill to prevent a special receiver at once proceeding to realize the debtor's stock.

The actual scale of remuneration of the trustee (section 20, sub-section 5, c. 8) he thought required modification. Thus, where the assets did not exceed £3,000, the remuneration was to be fixed by the creditors, but was not to exceed the scale mentioned in the first schedule to the Bill—viz., On realizations 2½ per cent. on the first amount of £500 or less; 1 per cent. on the next £500 or less; ½ per cent. on all further sums. On dividend—2 per cent. on the first £1,000 or less; 1 per cent. on all further sums. So that, for example, on an estate where the realised assets amounted to £3,000, and the dividends to £2,500, the remuneration to the trustee would amount, on realization, to £27 10s.; on dividend to £35; total £62 10s. Where the assets exceeded £3,000, the creditors were not to be limited to any scale of remuneration, but might allow what they pleased, and the Board of Trade had further power to grant additional remuneration. The scale appeared to him to be far too low, and it was scarcely possible to conceive any circumstances where the scale would be sufficient to induce good men to accept the office. If it was not to include allowances for clerks, the expenses of realization would be swollen by charges for their time, and if such were included it was very inadequate, especially in the case of small estates. He suggested that the remuneration should be fixed by a resolution of the creditors, and should be in the nature of a commission on the net realizations and the amount distributed on dividends. The principle of section 29 of the Act of 1869, permitting solicitors who were appointed trustees to compound with the creditors for a fixed percentage to cover his remuneration and expenses, ought to be extended to trustees, which would simply be carrying out the principle of payment by results.

The Bill provided that the trustees should forward to the comptroller statements of receipts and payments verified by affidavit, which should be audited by the comptroller, the audited accounts to be open to inspection by any creditor (section 30). He (Mr. Smith) was of opinion that the accounts should be accompanied by an estimated valuation of unrealized assets, and of the steps being taken for their realization, and the accounts should be rendered to the official receiver of taxing master of the court. When taxed a copy should be forwarded to the comptroller, and the accounts and statement should be open to inspection by any creditor in the hands of the trustee. For it was evident that the comptroller could not audit the accounts of every bankrupt estate.

The first accounts were to be made up and a dividend be declared within four months after the first meeting of creditors (section 27). He would suggest that subsequent accounts should be rendered, and dividends declared, within every four months until the conclusion of the bankruptcy.

Section 28 provided for the payment of all moneys over £50 into the Bank of England to the credit of the Paymaster-General. Where, however, a business was being carried on, and frequent payments had to be made, it was difficult to see how such a provision could be carried out, and he would suggest an amendment to the effect that the amounts to be retained by the trustee should not exceed £50. There was no doubt that when trustees were required to pay the moneys received by them to the account of the Paymaster-General, dividends were much more rapidly distributed.

Every bankrupt was to be examined in open court (section 33). It appeared to him that if the examination of every debtor was to take place before the judge or registrar, either the time of every judge and registrar throughout the kingdom would be occupied, or the examination would be delayed and performed in an unsatisfactory manner, as was the case under the present system. He would suggest that the power of the courts under the Act of 1869 to appoint substitutes should not be interfered with, and that power should be given for the examination to be conducted by the court, or by the trustee, official receiver, or any creditor who had proved his debt.

The Bill did not contain any provision for the inspection of the debtor's books by any creditor. This ought to be remedied

by requiring that the books and accounts should be open to the inspection of every creditor who had proved his debt.

Section 17 provided that no creditor was to vote in respect of a current bill of exchange unless he treated the liability of every other party to the bill as a security to be valued and deducted from his proof. Where the bankrupt was the acceptor, it would simply amount to confiscation if a creditor were compelled to surrender the obligation of the indorsers, an obligation to which the bankrupt's estate could never have any claim. It ought to be provided that no creditor should vote in respect of a bill of exchange unless he was willing to treat the liability to him of every person liable on the bill antecedently to the debtor, and who was not a bankrupt, as a security.

Section 16 provided that any person interested might, within a prescribed time after the date of adjudication, require a surrender of the security for the benefit of the creditors. The time should be fixed by the Act, instead of being left to a hostile trustee, or some irresponsible dratsman, acting in the name of the Lord Chancellor, and power should be given to creditors to amend their valuations on showing that the security has altered in value. The trustee should also be empowered to require a surrender of any security so valued at the valuation price; also to require that the creditor should take to his security as part satisfaction of his debt at the amount of the valuation; also, to require the property to be sold by public sale. These provisions would secure the estate against depreciated valuations, and relieve prudent creditors from that vindictive system of spoliation to which they were at present subjected under the rules of court.

Section 35, sub-section 2, required the consent of a majority and three-fourths in value of all the creditors to enable the debtor to apply for his discharge during the continuance of the bankruptcy. The court was very properly constituted the sole judge whether he was entitled to his discharge, or whether it should be refused or modified. Why, then, should this consent be required? Any innocent man might be overtaken by misfortune, and to give one or two selfish creditors the right to bar his application for a discharge, without reason assigned, would be an act of oppression which the authors of the Bill never intended to sanction. This sub-section, ought, therefore, to be omitted.

The provisions of section 19 were entirely satisfactory. Section 15 should be amended by extending the ordinary maximum period to fourteen days from the adjudication, and providing for seven days' notice being given in the *Gazette*, and by circular to the creditors, and the time allowed the bankrupt for furnishing the receiver with a statement of assets and liabilities ought to be extended to seven days.

An addition should be made to section 16, sub-section 2, providing that the proof should state the amount of the debt alleged to be due, and the consideration and date when incurred, and should be accompanied by vouchers necessary to substantiate it.

The bills of solicitors must be rendered for taxation within seven days of being demanded by the trustee, which must be before a dividend was declared. This would prove satisfactory. The suggestion of the institute that it should be deemed a criminal offence for a solicitor to share remuneration with the debtor or trustee, had not been dealt with, probably owing to practical difficulties in the way of enforcing such a provision.

The provisions of section 18 as to proxies were not quite satisfactory. They were cumbrous, and would not be effectual. They did not meet the case of blank proxies and "touting" trustees, who would simply collect the official forms signed in blank, and then fill in the name of someone else to vote for them, or sell them to the highest bidder. He would suggest that creditors should be permitted to give general proxies to persons in their regular employment, or special proxies to vote for any special resolution, or trustee, or member of committee, provided the name of the trustee or member is filled in before execution, and that the proxies must be deposited with the official receiver forty-eight hours before the meeting of creditors.

By section 4, the limit of the debt of the petitioning creditor was reduced from £50 to £20. He was of opinion that there was no occasion for this, and it would work harshly in some cases.

The provision of section 16, sub-section 7, that no proof should be admitted or amended after the expiration of three months from the date of adjudication, except under special circumstances, was wholly unnecessary, and might operate most harshly. If a creditor failed to lodge his proof in time before the declaration of a dividend, he was excluded from it. Surely that was sufficient penalty, without saying that because he had missed a first dividend, he should never have a claim to a dividend at all.

Section 21 made the appointment of a committee of inspection optional. This was not an improvement.

Section 34 was unnecessary, and might give rise to serious complications. Was it intended, by closing the bankruptcy, to forfeit all unclaimed dividends in the hands of the Paymaster-General? Or, if the court made an order that bankruptcy had closed, on being satisfied that the whole of the property of the bankrupt had been realized, what became of the future liability of the bankrupt under section 35? As it could lead, therefore, to nothing but con sion, the clause ought to be omitted.

Section 34, for annulling the bankruptcy, ought to b supported in the interests of honest but unfortunate traders.

Section 51, requiring a debtor to present his petition to the court of the district where he had resided or carried on business for the longest period during the six months preceding the petition, was a useful amendment of the law.

With a view of making the measure as comprehensive as possible, he would suggest the addition of clauses providing that a creditor should not vote at any meeting in respect of any proof, unless it had been lodged with the receiver or trustee forty-eight hours previously, and every creditor who had lodged a proof should be entitled to see the proofs of other creditors before the first meeting, and at all reasonable times. The trustee should submit to the committee every four months a statement of proofs, securities, and valuations, and any person interested might bring to the notice of the court any neglect on the part of the trustee in adjudicating on any proof, and the court could hold the trustee personally liable for the consequences of such neglect. The object of these clauses was to enable a proper investigation of all proofs to be made before they were used for voting purposes; and to insure impartial dealings with all proofs by the trustee, in regard to which there were no provisions, either in the Act of 1869 or in the present Bill.

While the form of the Bill as an amending, instead of an amending and consolidating, measure might to some extent enhance the difficulty already felt of ascertaining the law upon any point, and might, therefore, point to the necessity for having a more competent digest of the law than any possessed at present, he could not doubt that it was the intention of the Government, if it became law, to follow it up as soon as possible with a consolidating or codifying measure, in which the whole of the complicated provisions of the bankruptcy law should be brought into a simple and well-ordered arrangement. He was bound to say that if the Bill was adopted, subject to the amendments he had suggested, and provided that no new disturbing element in the shape of "experimental" legislation were introduced, there would be reason to congratulate themselves on having secured a measure in no way inferior to the Scotch bankruptcy law, while it would, in some respects, be undoubtedly superior. He had referred to the groundlessness of the objection which had been raised to the Bill in regard to what was termed its tendency to officialism. The *Morning Advertiser* had described it as "a measure which recalled the severity of the older bankruptcy laws for the mere purpose of promoting what Mr. Chamberlain called public morality." But just as, on the one hand, no honourable trustee would object to submit his accounts to an independent audit, so, on the other hand, no honourable trader would object to the exclusion of reckless and dishonest traders from the benefits of the Bankruptcy Acts. In fact, in both of these respects the Bill would only fulfil the first requirements of any measure of administrative justice, inasmuch as it proved "a terror to evil-doers, but a praise to them that did well."

The CHAIRMAN said they were indebted to Mr. Smith for his exhaustive paper, and they were also indebted to the Government for making an honest attempt to grapple with the necessity of making some alteration in the bankruptcy law, which had been so long desired by all those engaged in commercial pursuits. The amendments suggested in the paper commended themselves, on the whole, to his judgment. Mr. Smith had enunciated

the principle that the creditors ought to be left perfectly free to deal with the property of the bankrupt. There were two questions to be considered, one the conduct of the bankrupt, and the other the realization of the property. The conduct of the bankrupt is a question which ought properly to come before the court, because the whole mercantile community, and not merely the creditors of the bankrupt, have an interest in the question. On the other hand, when they came to consider the assets of the bankrupt, they would all admit that these were the exclusive property of the unfortunate creditors. He could not see what there was that was mysterious or secret about the assets of a bankrupt, or why there should be this elaborate machinery to protect the creditors with reference to the portion of their property which consists of certain debts due to them. It was said that creditors did not look after their debts, and that it was necessary the Government should do that for them which they did not do for themselves. Why was it that the creditors were so negligent? Simply because under the present state of the law they had no power to act. Mr. Chamberlain himself had said, in most graphic language, that when a trustee had once been appointed he was practically omnipotent, and creditors naturally did not look after their property, because they had no power. They were bound, hand and foot, to whatever the trustee did, and very naturally they did not care to give themselves useless trouble and waste valuable time. But once give the creditors the power of dealing with the property, and he could not understand why there should be any reason to suppose that they would neglect that more than any other part of their property. He thought that if the suggestion made by the institute, and to which Mr. Smith had called attention, that the creditors should have greater power to call meetings, and to call upon trustees for information, and to remove them if they thought they were not carrying on the liquidation successfully, the creditors might be safely left to manage the assets for themselves. No doubt, in the first instance, the value of the system proposed in the 28th section would not be so materially felt. With regard to the provision that all amounts above £50 should be paid to the Paymaster-General in London, he did not see why money arising from the realization of assets in the provinces should all be remitted to London. It seemed to him most important that it should be paid to a separate account, and one over which the creditors should have the fullest control. The payment of the money to the Paymaster-General would either become a farce, or it would lead to great delay. He would either simply receive it with one hand and pay it out with the other, or if he thought it an important duty, and inquired into the accounts, there would not only be the trouble of dealing with the trustee, but the additional difficulty of dealing with the Paymaster-General. This would lead to considerable delay in getting the dividends. One point in the Bill he would like to see strengthened—namely, that the creditors should have more power over the assets than the Bill at present gave them.

Mr. MORLEY, M.P., was very hopeful that they were likely to have, at last, a Bankruptcy Act as nearly satisfactory as they were likely to secure, for some years to come at all events. He hoped it would lead to a codification of the laws on the subject. The Act of 1869 was passed in order to give creditors power over that which unquestionably belonged to them—the property of the insolvents. Morally and equitably that ought to pass with rapidity into the hands of those to whom it belonged. But the creditors had divested themselves of all future power in the estates, which had passed into the hands of a set of trustees who had plundered them enormously, and no plan would be satisfactory which did not give to the creditors reasonable power over their property, which required the supervision of the court. He would look with great jealousy to anything like a return to the present system. He believed more money had been lost under the management of creditors than under the old official system, bad as it was. It was of great importance that creditors should be secured from the proving of debts which were to a large extent secured, without the proper production of the security. As to the appointment of the Paymaster-General, the difficulty was to secure the safe custody of money. It would never do to allow it to be paid into private banks unless there were to be at least two or three names in connection with it, and there ought to be security that the money was so deposited as to be safe from the hands of the trustee. He believed it was no exaggeration to say that there were some millions of money at the present moment in the hands of various trustees, and there would be great embarrassment on the part of a few when it was known that they would have to pay over the sums which they had realized as trustees. There was now the best prospect that he had had in his trading experience of a measure that would do justice to the honest debtor, and would take care that the dishonest one would be subject to such investigation as every right-minded trader would wish he should be exposed to.

Mr. MARTIN, M.P., thought that debts under £50 would be sufficiently dealt with at the county courts. Persons going into trade should be compelled to keep books. He would like to have seen some provision made for the trade associations whose object it was to look after bankruptcy proceedings, which he thought were doing useful work. It was very important that the rules of court should be codified and made as far as possible portions of the statute law.

Mr. MCKEWAN agreed that the Bill was a great improvement. There should be a limit of time within which the trustee should have control over the creditor's security.

Mr. BARNARD thought the bankrupt should be allowed professional assistance in preparing his statement of assets. He objected to the payment of dividends through the Paymaster-General.

Mr. WHINNEY was of opinion that a bankrupt's discharge should be suspended where there had been no annual stock-taking. He thought it was going too far to say that every bankrupt should pass a public examination, for then his affairs became public property, and there were instances where it was desirable that it should not be known who were the creditors. He defended the trustees, and said that their position ought to entitle them to respect. It was utterly impossible that trustees should give security for the whole of the estates passing throughout their hands.

Mr. LINDSAY thought a comptroller would be required in every county in England, with some central control in London. He looked upon this legislation as a step towards one bankruptcy statute for the United Kingdom.

Mr. MANN was in favour of making the fact that the bankrupt kept no books misconduct which would justify the court in suspending his discharge.

Mr. TRITTON observed that the bankers did not object to the list of creditors being made known. At present a suppositious list was often passed round, and it would be of importance that the knowledge on this point should be definite.

Mr. CHALMERS said the trustee was only required to give security to the satisfaction of the Board of Trade, not to the value of the assets.

Mr. SMITH, in reply, believed the Act of 1869 was intended to give creditors the power of dealing with the estates of debtors, but unfortunately it ended by their appointing someone as trustee, and divesting themselves of any control over the estate. He asked that they should in every case have the control of the official receiver exercised for the few days which elapsed between the adjudication and the first meeting. With regard to the Paymaster-General, it was simply intended that such sums as were not required for the management of the estate for the time being should be placed in his hands. The object of the Government was to acquire the use of a large sum of money for investment, and the interest from the investment was to go to the reduction of the fees. He had suggested that the trustee should be allowed at any time to require the creditor to take to his security and keep it as part payment. There was no doubt the creditor ought to have the right to call upon the trustee to elect whether he should take the security, or whether it should be valued, or whether the creditor should take it. With regard to the money in the hands of trustees, at present section 71 required that this should be accounted for.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, April 13, Mr. P. Rickman in the chair; the other directors present being Messrs. Asker (Norwich), Brook, Hedger, Keen, Mellersh

(Godalming), Pennington, Roscoe, Walters, and Woolbert (Mr. Eiffe, secretary). A sum of £245 was distributed in grants of assistance to necessitous solicitors, and the necessitous widows and families of deceased solicitors; thirty-three gentlemen were admitted members of the association; and other general business was transacted.

INNS OF COURT LENDING LIBRARY.

The fifteenth annual meeting of the members of this society (which was established to provide barristers' clerks with good standard literature) took place this week at the library, Figtree-court, when Mr. John Macgregor, M.A., presided. The report stated that the society was in great need of funds to rebind and replace the numerous books which had become dilapidated, and urged upon the meeting the necessity of making efforts to secure new members and also to obtain donations of books and money. It was stated that the library, with the exception of a few donations from the various Inns of Court, had been self-supporting up to the present. The meeting then re-elected Sir F. Herschell, Q.C., M.P., the Solicitor-General, and Mr. G. Chance, police magistrate, members of the committee, and, after addresses by the chairman and Mr. G. B. Hughes, the proceedings terminated with votes of thanks to the Benchers of the Inner Temple for the use of the library, to the Middle Temple for a donation, and to the chairman for presiding.

OBITUARY.

MR. JOHN McKELVIE.

Mr. John McKelvie, solicitor, died a few days ago at Whitehaven. Mr. McKelvie was born in 1831, and was admitted a solicitor in 1863, having been articled to Mr. Christopher Hodgkin, late registrar of the Whitehaven County Court, with whom he was for the next few years in partnership, but at the time of his death he was practising alone. Mr. McKelvie had a very good private business, and he held several important public appointments, being clerk to the Whitehaven Board of Guardians, Assessment Committee, and Rural Sanitary Authority, superintendent registrar, clerk to the Commissioners of Land and Assessed Taxes, and coroner for the Lordship of Egremont. His death has caused general regret in the neighbourhood.

MR. HORATIO FREDERICK FOULGER WARREN.

Mr. Horatio Frederick Foulger Warren, solicitor, of Langport, was killed on the 13th inst. Mr. Warren was the son of Mr. James Frederick Horatio Warren, solicitor, town clerk of Langport, and registrar of the Langport County Court. He was born in 1847, and was admitted a solicitor in 1872. He was in partnership with his father, whom he succeeded two or three years ago as clerk to the Langport Board of Guardians, and to the Assessment Committee and Rural Sanitary Authority, and he occupied that position until his death. Mr. Warren had been for several years a lieutenant in the 2nd Somersetshire Rifle Volunteers. He was found dead in his garden, with his rifle in his hand. It is supposed that it went off while he was examining it, and that he had forgotten that it was loaded. An inquest was held, and a verdict of "Accidental death" was returned. Mr. Warren was unmarried.

MR. SERJEANT HERON.

Mr. Denis Caulfield Heron, Q.C., third serjeant-at-law in Ireland, died suddenly on Good Friday. He was fishing at Galway, when he was seized with an apoplectic fit, which in a short time proved fatal. The deceased was the eldest son of Mr. William Heron, and was born in 1826. He was educated at Downside College and at Trinity College, Dublin, and he was called to the Irish Bar in 1848, and he practised on the Munster Circuit. He was for several years professor of jurisprudence at Queen's College, Galway, and he was the author of a "History of Jurisprudence." He became a Queen's Counsel in 1860, and he had a large share of leading business. From April till July, 1866, he was Legal Adviser to the Lord Lieutenant. In 1869 he was a candidate for the county of Tipperary in the Liberal interest, but he was defeated by Mr. O'Donovan Rossa. The latter having been disqualified on the ground that he was a convicted felon, Mr. Heron again became a candidate, and was returned by a small majority; but he retired at the general election in 1874. He was elected a bencher of the King's Inns in 1872, and about a year ago he was created a serjeant-at-law. He was also a magistrate for the counties of Armagh and Down. Mr. Serjeant Heron was one of the counsel for the Crown in the recent Land League prosecutions at Dublin. He was married to the sister of Mr. Justice Fitzgerald, but he was left a widower in 1863.

MR. SAMUEL JOHNSON ROBERTS.

Mr. Samuel Johnson Roberts, solicitor, died at Chester, on the 25th ult., at the age of eighty-seven. Mr. Roberts was the son of Mr. Samuel Johnson Roberts, solicitor, of Chester. He was born in 1794, and was admitted a solicitor in 1826. He shortly afterwards succeeded to his father's business, and he practised at Chester for over fifty years. During the latter part of his professional career he was associated in partnership with Mr. Francis Edward Roberts and Mr. Samuel Johnson Roberts Dickson, but he retired from practice about ten years ago. Mr. Roberts was a perpetual commissioner for Cheshire and the city of Chester, and he had a large private business. He was formerly clerk to the Chester Goldsmiths' Company, and he was for many years solicitor to the Chester Gas Company and to the Chester Waterworks Company.

LEGAL APPOINTMENTS.

Mr. George Woodbury Cockram, solicitor, of Tiverton, had been appointed a Magistrate for that borough. Mr. Cockram has served the office of mayor of Tiverton, and is an alderman for the borough. He was admitted a solicitor in 1847, and he is vestry clerk of the parish of Tiverton, and clerk to the Tiverton Burial Board and School Board, and to the Borough Charity Trustees.

Mr. Thomas Coombs, solicitor, of Dorchester, has been appointed Clerk to the Visiting Justices of the Dorsetshire County Lunatic Asylum. Mr. Coombs was admitted a solicitor in 1876, and is clerk to the Dorchester Highway Board, and to the county magistrates.

The Hon. John Charles Dundas, barrister, M.P., has been elected Chairman of the North Riding of Yorkshire Quarter Sessions. Mr. Dundas was born in 1845, and was educated at Harrow and at Trinity College, Cambridge, where he graduated in the second class of the classical tripos in 1867. He was called to the bar at Lincoln's-inn in Trinity Term, 1869, and was formerly a member of the Northern Circuit. He is Lord-Lieutenant of Orkney and Shetland, and a deputy-lieutenant for the North Riding. Mr. Dundas has been M.P. for Richmond in the Liberal interest since 1873.

Mr. William Hardman, barrister, has been appointed a Deputy-Lieutenant for the County of Surrey. Mr. Hardman is the only son of Mr. William Bridge Hardman. He was born in 1828, and was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1852, and formerly practised as an equity draftsman and conveyancer. Mr. Hardman is chairman of the Surrey Quarter Sessions, and he was appointed recorder of Kingston-upon-Thames in 1875.

Mr George William Latham, barrister, has been appointed a Magistrate for the Borough of Crewe. Mr. Latham is the second son of Mr. John Latham, of Bradwall Hall, Cheshire, and was born in 1827. He was educated at Brasenose College, Oxford, and was called to the bar at the Inner Temple in Trinity Term 1852. Mr. Latham formerly practised on the North Wales and Chester Circuit. He is also a magistrate for Cheshire.

Mr. James Price, solicitor, of Haverfordwest, has been appointed Registrar of the Haverfordwest County Court

(Circuit No. 31), in succession to Mr. Herbert John Jones, who has been appointed joint registrar of the Carmarthen County Court. Mr. Price was admitted a solicitor in 1865.

Mr. HENRY PAULL, solicitor, of Ilminster, has been appointed Clerk to the Ilminster School Board. Mr. Paull was admitted a solicitor in 1855.

Mr. FREDERICK HENRY HOOPER, solicitor, of Exeter, has been appointed Clerk to the Feoffees of the Parish of Petrock, Exeter, in succession to Mr. Thomas Floud, deceased. Mr. Hooper was admitted a solicitor in 1880.

Mr. EDWARD JAMES READ, clerk of the peace for the city of London, has been appointed by the Lord Mayor to the office of Clerk of Arraigns, at the Central Criminal Court, in succession to Mr. Henry Avory, deceased.

Mr. EDMUND HUMPHREY WOOLRYCH, barrister, has been appointed a Magistrate for the County of Kent. Mr. Woolrych was called to the bar at the Middle Temple in Michaelmas Term, 1839, and formerly practised on the Oxford Circuit. In 1856 he was appointed clerk to the Metropolitan Board of Works, and in 1861 was appointed a magistrate at the Thames Police-court. He was transferred to Southwark in 1863, and to Westminster in 1870, and he retired on a pension in 1879.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DARLINGTON BREWERY COMPANY, LIMITED.—The M.R. has by an order, dated March 18, appointed William Augustine Spain, Gresham bdgs, Basinghall st, to be official liquidator

EAST LONDON GALVANIZED IRON COMPANY, LIMITED.—Petition for winding up, presented Apr 8, directed to be heard before the M.R. on Apr 30. Linklaters and Co, Walbrook, solicitors for the petitioners

NEW GRANADA COMPANY, LIMITED.—Bacon, V.C., has fixed Apr 28 at 12 at 11, New sq, Lincoln's inn, for the appointment of a liquidator in the place of Henry Keene, deceased

STOCKS AND COMPANY, LIMITED.—By an order made by the M.R. dated Apr 8, it was ordered that the company be wound up. Bell and Co, Bow churchyard, solicitors for the petitioners

SWADLINCOTE COLLIERY COMPANY, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses and the particulars of their debts or claims to Harry Seymour Foster, Copthall bldgs. June 15 at 12 is appointed for hearing and adjudicating upon the debts and claims.

WESTERN DISTRICT CO-OPERATIVE SOCIETY, LIMITED.—Petition for winding up, presented Apr 12, directed to be heard before Hall, V.C., on Apr 29. Evans, Eastcheap, solicitors for the petitioners

[*Gazette*, Apr. 15.]

CITY OF LONDON CO-OPERATIVE ASSOCIATION, LIMITED.—Hall, V.C., has by an order, dated March 25, ahpointed Henry Audrey Broad, Walbrook, to be official liquidator. Creditors are required, on or before June 1, to send their names and addresses and the particulars of their debts or claims to the above. June 15 at 3 is appointed for hearing and adjudicating upon the debts and claims

ELDORADO GOLD MINING COMPANY, LIMITED.—The M.R. has by an order, dated March 24, appointed Richard Dawlings, Eastcheap, to be official liquidator. Creditors are required, on or before May 18, to send their names and addresses and the particulars of their debts or claims to the above. May 27 at 11 is appointed for hearing and adjudcating upon the debts and claims

LOMBARD LOAN AND INVESTMENT COMPANY, LIMITED.—Fry, J., has by an order, dated March 15, appointed Thomas Meggy, Bedford pl, Russell sq, to be official liquidator

[*Gazette*, Apr. 19.]

UNLIMITED IN CHANCERY.

BRITTANNIA FIRE ASSOCIATION.—Creditors are required, on or before June 1, to send their names and addresses and the particulars of their debts or claims to Frederick Whinney, Old Jewry

[*Gazette*, Apr. 15.]

FRIENDLY SOCIETIES DISSOLVED.

FELTON AND WINFORD FRIENDLY SOCIETY, George and Dragon Inn, Felton-in-Winford, Somerset. Apr 9

WAKEFIELD NEW DISTRICT BRANCH OF THE ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, Talbot and Falcon Inn, Northgate, Wakefield, York. Apr 13

[*Gazette*, Apr. 15.]

COUNTY COURTS.

CREWKERNE.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

March 9.—*Pattimore* v. *Parker and others.*

Agricultural Holdings (England) Act, 1875—Meaning of term "holding."

In this case his HONOUR said,—This is an action brought by the plaintiff, in which he seeks to recover damages from the defendants for an alleged trespass committed by them upon land in the occupation of the plaintiff at Crewkerne. I reserved giving judgment at the hearing in order to have the opportunity of considering the point raised by Mr. Jolliffe for the plaintiff—namely, whether that portion of the Agricultural Holdings Act, 1875, which enacts that in cases where a half-year's notice expiring with the year of tenancy is by law sufficient to terminate a tenancy from year to year, a year's notice in such cases must be given, applies. After a careful consideration of the evidence, which was of a very conflicting character, I have arrived at the conclusion that the land the subject of this inquiry, the area of which is under two acres, was held by the plaintiff from the two defendants, Parker and Marks, under a separate and independent contract of tenancy totally distinct and apart from other land of the same tenure—namely, from year to year—which he held at the same time from the defendants. A six months' notice to quit the land the subject of the present action was given by the defendants to the plaintiff, and unless the provisions of the Agricultural Act intervene to prevent it, the notice would be sufficient to determine the tenancy between the parties. On the morning of the last day of the notice to quit—viz., the 29th of September, 1880—the son of the defendant Elizabeth French came upon the land by her direction, under an authority given to her by the two defendants, with a horse and cart and a plough, no doubt with the intention to take possession and to exercise acts of ownership over it. This being the trespass complained of, I do not find that any circumstances of aggravation or insult accompanied it. The horse and cart and plough were, at the request of the plaintiff, immediately removed by the defendant's son into an adjoining field, and the plaintiff was left in quiet possession of the land for the remainder of the day. Under any view of the case it is a fact that a trespass was committed, inasmuch as, apart from any question arising under the Agricultural Holdings Act, the plaintiff's tenancy was not determined under the notice to quit until 12 o'clock at night of that day. But then it may be asked what damage was caused by it to the plaintiff? In all actions of this nature, trespass or injury to land, the measure of damage is the diminished value of the property, or of the plaintiff's interest in it; and applying this rule to the facts of this case, I can see no perceptible loss that has been sustained by the plaintiff, and with regard to the action, although I find a verdict for plaintiff, it must be only with nominal damages. But the case does not end here. It is contended for the plaintiff that the notice to quit given by the defendant does not, under the provisions of the Agricultural Holdings Act, terminate the tenancy, and that the plaintiff's interest in the land continued until it was determined by a year's notice, and that the defendants having evicted the plaintiff and taken possession of the land he is entitled to substantial damages. It becomes, therefore, from this point of view, important to consider whether this contention is well founded. Having found as a fact in the case that the land in question was the subject of a separate and distinct demise, originally for a term of six months, but afterwards, by the payment and receipt of rent, converted into a tenancy from year to year, and also that the plaintiff at the same time held other land on a yearly tenancy on a separate demise, I have to determine, in the absence of any authority on the subject, whether the two holdings can, under the provisions of the statute, be coupled together so as form one holding, and thus render a year's notice necessary for the determination of the tenancy between the parties. The statute contains no preamble. The 51st section enacts that where a half-year's notice, expiring with a year of tenancy, is necessary for the determination of a tenancy from year to year in cases not within the statute, a year's notice is required for the same purpose in cases within it. The interpretation clause, section 4, defines the word "tenant" to mean the holder of

land under a contract of tenancy, and the term "holding" is said to include all land held by the same tenant of the same landlord under the same contract of tenancy. Had these last words, "under the same contract of tenancy," been omitted from the definition, there would, I apprehend, be little difficulty in arriving at the conclusion that all land held by the tenant of his landlord of not less than two acres, and for the same term, although the tenancy was created by different contracts, would be brought within the operation of the 51st and 58th sections, and the year's notice to quit would be required. It seems to me that the introduction of these words, "under the same contract of tenancy" was intended to limit and restrict the preceding words, "all land held of the same landlord," to land held by the tenant as described and contained under one and the same demise. With regard to separate holdings of land under one landlord, it has always been the law from the earliest times that a distress for rent must be made on the land from whence the rent issues and not elsewhere, save when the Crown is a party, and latterly in the case of fraudulent removals. In Gilbert's "Law of Distress," a case is cited from "Strange's Reports," in which, in a trespass for taking goods, the defendant justified that he demised some tenements to the plaintiff for one term, and others for another term, and, the rent being in arrear, he distrained the goods; the justification was held to be bad in law, on the ground that there being separate demises, there ought to be separate distresses on the several premises subject to the distinct rents. Mr. Jolliffe, in his argument at the hearing, seemed to have anticipated the difficulty which would arise from an illustration of this kind, when he contended that, conceding the fact that the contracts of tenancy in the present case were separate contracts, still, looking at the objects of the statute, which were of a remedial character and intended for the benefit of the tenant, that the term "holding" in the interpretation clause must be construed so as to include all land held by the tenant under the same tenure from his land, and thus give him what was intended, the protection of the Act. I have come to the conclusion, not without some doubt and hesitation, that this construction cannot be supported, and that the land the subject of the present action being less than two acres, and held under a separate demise, that the land sought to be coupled with it cannot be brought into the account so as to enable the plaintiff to demand a year's notice, and that the tenancy was determined by the defendant's notice of March 22, 1880. With regard to the trespass there must be, as I have already said, a verdict for the plaintiff, with nominal damages of a shilling. As, however, the point raised is new, and is of importance, I give the plaintiff liberty to appeal, if he should be so advised, by way of a special case, and if the court should take a different view of the construction of the statute to that which I have done, then, in order to save the parties the costs of a new trial, one of the terms may be that the damages are to be increased by the sum of £5.

Jolliffe, for plaintiff.
Alford, for defendants.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	Master of the Rolls.	V. C. Bacon.
Monday, April 25	Mr. Ward	Mr. Clowes	Mr. Merivale
Tuesday 26	Pemberton	Koe	King
Wednesday.... 27	Ward	Clowes	Merivale
Thursday 28	Pemberton	Koe	King
Friday..... 29	Ward	Clowes	Merivale
Saturday..... 30	Pemberton	Koe	King

Date.	V. C. Hall.	Mr. Justice Fry.	Mr. Justice Kay.
Monday, April 25	Mr. Leach	Mr. Farrer	Mr. Cobby
Tuesday 26	Latham	Teesdale	Jackson
Wednesday.... 27	Leach	Farrer	Cobby
Thursday 28	Latham	Teesdale	Jackson
Friday 29	Leach	Farrer	Cobby
Saturday..... 30	Latham	Teesdale	Jackson

COURT OF APPEAL.

EASTER SITTINGS, 1881.

At Lincoln's-inn and Westminster

Tuesday, Apr 26 — App. motns. ex pte apps. from orders made on interlocutory motns. & other apps.
Wednesday .. 27 — Appeals.
Thursday .. 28 — Bkcy. apps. & or apps.
Friday..... 29
Satrday..... 30
Monday May 2
Tuesday..... 3 — Appeals.
Wednesday 4 — App. mots. ex pte, apps. from orders made on interlocutory motns., & other apps.
Thursday .. 5 — Bkcy. apps. & or. apps.
Friday 6
Saturday .. 7
Monday 9
Tuesday.... 10 — Appeals.
Wednesday. 11 — App. motns. ex pte apps. from orders made on interlocutory motions & other apps.
Thurs, ... 12 — Bkcy. apps. & othr apps.
Friday 13
Saturday .. 14
Monday 16
Tuesday.... 17 — Appeals.
Wednesday.. 18 — App. motns. ex pte, apps. from orders made on interlocutory motns. & other apps.
Thursday .. 19 — Bkcy apps and or apps
Friday,..... 20
Saturday .. 21
Monday, .. 23
Tuesday.... 24 — Appeals.
Wednday.. 25 — App. mots. ex pte apps. from orders made on interlocutory mots., & other apps.
Thursday .. 26 — Bkcy. apps. & or apps.
Friday 27
Saturday .. 28
Monday 30
Tuesday.... 31 — Appeals
WednsdyJune1 — App. mots. ex pte. apps. from orders made on interlocutory mots, & or apps.
Thursday .. 2 — Bkcy apps and or apps
Friday..... 3.. Appeals.

Lunacy petitions will be taken every Saturday during the Sitting.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

MASTER OF THE ROLLS.
At the Rolls House.

Tuesday, Apr 26 — Sitting with Ct of Appeal.
Wednesday 27.. Motns. & gen. pa.
Thursday .. 28.. General paper.
Friday .... 29.. Mots. & gen. pa.
Saturdy,.... 30 — Pets., sht. causes, adj. sums., and gen. pa.
Monday May 2
Tuesday.... 3
Wednesday.. 4
Thursday .. 5 — General paper.
Friday ..... 6.. Mtns. & gen, pa.
Saturday .. 7 — Pets., sht. caus. adj. sums. & gen. pa.
Mon., ... 9
Tuesday.... 10
Wedsdy..... 11
Thursday .. 12 — General paper.
Friday .... 13.. Motns. & gen pa.,
Saturday ... 14 — Pets., sht. caus.. adj. sums. & gen pa.
Monday..... 16
Tuesday.... 17
Wednesy.... 18
Thursday .. 19 — General paper.
Friday, ... 20.. Motns. & gen. pa.
Saturday .. 21 — Pets, sht. causes, adj. sumns, and gen. pa.
Monday 23
Tuesday.... 24
Wednsday.. 25
Thursday .. 26 — General paper.
Friday..... 27.. Motns. & gen. pa.
Saturday .. 28 — Petns, sht causes, adj. sumns., and gen. pa.
Monday 30
Tuesday.... 31
WednsdyJune1
Thursday.. 2
Friday .... 3.. Motns. & gen. pa

N.B.—The days, if any, on which the Master of the Rolls shall be engaged in the Court of Appeal are excepted.

Causes and actions in which witnesses are to be examined before the court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the paper.

Unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

V.C. SIR JAMES BACON.
At Lincoln's-inn.

Tuesday, Apr 26 — Motns., adj. sums. & gen. pa.
Wednesday. 27
Thursday .. 28
Friday .... 29 — General paper.
Saturdy,.... 30 — Sht. causes, petns. & gen. pa.
Monday May 2.. In Bankruptcy.
Tuesday.... 3
Wednesday 4
Thurs..... 5 — General paper.
Friday .... 6 — Motns. adj. sums. & gen. pa.
Sat., ... 7 — Pets. sht. causs. & gen. pa.
Monday.... 9.. In Bankruptcy.
Tuesday .. 10
Wedsdy ... 11
Thursday.. 12 — General paper.
Friday .... 13 — Motns., adj. sms. & gen. pa.
Saturday .. 14 — Petns, sht. causes, & gen. pa.
Monday .... 16.. In Bankruptcy.
Tuesday.... 17
Wednesday. 18
Thursday... 19 — General paper.
Friday, ... 20 — Motns, adj. sums & gen. pa.
Saturday.. 21 — Petns., sht. caus. & gen pa.
Monday.... 23.. In Bankruptcy.
Tuesday.... 24
Wednsdy .. 25
Thurs., ... 26 — General paper.
Friday .... 27 — motns. adj. sums. & gen pa.
Saturday ... 28 — Pets., sht causes, & gen. pa.
Monday.... 30.. In Bankruptcy.

Tuesday....31
WednsdyJune1
Thursd.... 2 } General paper.

Friday .... 3 { Motns, petns, sht caus, adj. sumns & gen. pa.

Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the Paper.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

V.C. SIR CHARLES HALL.

At Lincoln's-inn.

Tuesday, Apr26..Motns. & gen. pa
Wednesday..27 } General pap er.
Thursday. .28 }
Friday.....29..Pets. & gen. pa.
Satrdy, ...30 { Sht. caus., adj. sums., & gen. pa.
MondayMay 2 }
Tuesday.... 3 } General paper.
Wednesday. 4 }
Thursday .. 5..Mots. & gen. pa.
Friday .... 6..Pets. & gen. pa.
Saturday .. 7 { Sht. causes, adj sums. & gen. pa.
Monday.... 9 }
Tuesday....10 } General paper.
Wednesday. 11 }
Thurs. .... 12..Mots. & gen. pa.
Friday ....13..Petns. & gen. pa.
Saturday ..14 { Sht. caus., adj. sums., & gen. pa.
Monday .. 16 }
Tuesday....17 } General paper.
Wednes, .. 18 }
Thursday ..19..Mtns. & gen. pa.
Friday, ...20..Pets. & Gen. pa.
Saturday.. 21 { Sht. caus., adj sums. & gen. pa.
Monday....23 }
Tuesdy .... 24 } General paper.
Wednesdy ..25 }
Thurs. ....26..Motns. & gen. pa.
Friday ....27..Pets. & gen. pa.
Saturday ..28 { Sht. caus., adj. sums., & gen. pa.
Monday....30 }
Tuesday ..31 } General paper.
Wednsdy,June1 }
Thursday .. 2..Motns. & gen. pa.
Friday .... 3 { Petns., sht. causes adj. sumns. and gen. pa.

Further Considerations will be taken as part of the General Parer in priority to Original Causes which have notalready appeared in the Paper.

Any cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

MR. JUSTICE FRY.

At Lincoln's-inn.

Tuesday, Apr26..Mots., & gen. pa.
Wednesday..27..General paper.
Thursday ..28 { Motns, adj. sums & gen. pa.
Friday ....29 { Petns., sht. caus, adj. sumns. and gen. pa.
Satrdy,....30 { Adj. sums. & gen pa.
MondayMay 2 }
Tuesday.... 3 } General paper.
Wednesday. 4 }
Thursday .. 5 { Motns. adj. sum & gen. pa.
Friday..... 6 { Sht. causes, pets. adj. sumns., & gen pap.
Saturday .. 7 { Adj. sums. & gen. pa.
Monday.... 9 }
Tuesday....10 } General paper.
Wednesday..11 }
Thursday ..12 { Mots. adj. sumns & gen. pa.
Friday .... 13 { Sht. caus., pets. adj. sumns., & gen. pa.
Saturday ..14 { Adj. sums. & gen pa.
Monday....16 }
Tuesday....17 } General paper.
Wednesday 18 }
Thursd.... 19 { Mots. adj. sumns. & gen. pa.
Friday, ...20 { Sht. causes, pets. adj. sumns., & gen. pa.
Saturday .. 21 { Adj. sums. & gen pa.
Monday ....23 }
Tuesday....24 } General paper.
Wednsday..25 }
Thursday ...26 { Motns. adj. sumns & gen. pa.
Friday ....27 { Short causes, pets. adj. sumns., & gen. pa.
Saturday.. 28 { Adj. sums & gen. pa.
Monday....30 }
Tuesday....31 } General paper.
WednsdyJune1 }
Thursday .. 2 { Mots. adj. sumns. & gen. pa.
Friday .... 3 { sht. caus. Petns., adj. sumns., & gen. pa.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

MR. JUSTICE KAY.

At Lincoln's-inn.

Tuesday, Apr26 }
Wednesday.27 }
Thursday ..28 } General paper.
Friday.... 29 }
Saturday ..30 }
Monday, May2 }

Mr. Justice KAY will sit in the Chancery Division and take Actions for Trial until Monday, May 2nd, inclusive.

On Tuesday, May 3rd, Mr. Justice KAY will sit as a Judge of Assize on the North Eastern Circuit, and will not resume his Sittings in the Chancery Division until his return, of which due notice will be given on the Daily Court Papers.

CIRCUITS OF THE JUDGES.

Western (Manisty, J.)—Taunton, Tuesday, May 3; Exeter and City, Monday, May 9; Winchester, Tuesday, May 17. Oxford (Manisty, J., Sir H. Hawkins, and Cave, J.)—Reading, Monday, April 25; Worcester and City, Tuesday, April 26; Stafford, Wednesday, May 4. South-Eastern (Sir H. Hawkins.)—Lewes, Tuesday, April 26; Cambridge, Thursday, May 5; Ipswich, Saturday, May 7; Hertford, Thursday, May 12. Midland (Lopes, J.) —Aylesbury, Tuesday, April 26; Lincoln and City, Saturday, April 30; Derby, Friday, May 6; Warwick, Thursday, May 12. North-Eastern (Stephen, J., and Kay, J.) — Newcastle and Town, Tuesday, April 26 Durham, Friday, April 29; Leeds, Tuesday, May 3. Northern (Williams, J., and Mathew, J.)—Carlisle, Tuesday, April 26; Manchester, Friday, April 29; Liverpool, Saturday, May 7. Wales (Cave, J.)—Ruthin, Tuesday, April 26; Chester and City, Friday, April 29; Swansea, Wednesday, May 11.

Civil business will be taken at Manchester, Liverpool, and Leeds only.

THE NORTHERN CIRCUIT.

The commissions for holding these assizes will be opened at Carlisle on Tuesday, the 26th of April, at Manchester on Friday, the 29th of April, and at Liverpool on Saturday, the 7th of May. There will be no civil business at Carlisle. The court will sit on Wednesday, the 27th of April, at 11 o'clock. At Manchester and Liverpool there will be both civil and criminal business. In pursuance of "the Rules of the Supreme Court, 1879," causes may, at any time after notice of trial has been given, be entered for trial in the District Registry of the city or town where the trial is to be had, or with the associate at the assize town, as heretofore. The general entry of causes at Manchester and Liverpool will commence immediately after the opening of the respective commissions, and will close at 9 o'clock the same evening. On entering a cause two copies of the pleadings must be lodged, one for the use of the judge and the other for the associate. The court will sit at Manchester and Liverpool respectively on Saturday, the 30th of April, and on Monday, the 9th of May, at 11 o'clock. Special jury causes will be taken at Manchester on Tuesday, the 3rd, and at Liverpool on Wednesday, the 11th of May, at the sitting of the court, unless the court shall otherwise order. A list of causes for trial each day (except the first) at Manchester and Liverpool will be exhibited in the corridor of the court and in the library. The associate's fee must be paid in judicature stamps. Where a case entered on the list is settled, immediate notice of the fact must be given to the deputy-associate.

SALES OF ENSUING WEEK.

April 26.—Mr. WALTER KNIGHT, at the Masons' Tavern, at 1 p.m., Leasehold Property (see advertisement, this week, p. 4).

April 27.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold and Leasehold Estates (see advertisement, April 16, page 4).

April 27.—Mr. F. ELLIS MORRIS, at the Mart, at 2 p.m., Leasehold Property (see advertisement, April 9, p. 3).

April 29.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, April 16, page 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARDWICK—April 10, at Littlehampton, Sussex, the wife of E. Faunce Hardwick, solicitor, of a son.

HARMSWORTH—April 16, at Burghfield House, Boundary-road, N.W., the wife of Alfred Harmsworth, Esq., barrister-at-law, of a son.

LEWIN—April 17, at 73, Harcourt-terrace, South Kensington, the wife of Frederick A. Lewin, of Lincoln's Inn, barrister-at-law, of a son.

MARRIAGE.

BETHELL—WOOD—April 19, at Bridgnorth, James Francis Hole Bethell, of Lincoln's Inn, barrister-at-law, to Margaret, daughter of William Bryan Wood, Esq., of Langley-green, Chippenham, Wilts.

DEATH.

LAMB—April 16, at 29, Great Cumberland-place. Joseph John Talbot Lamb, B.A., barrister-at-law, aged 23.

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 15, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bain, Alexander William, Gray's Inn rd, Bookbinder. Pet Apr 11. Murray. Apr 29 at 12

Craig, Adam Hunter, Albion rd, Islington, Estate Agent. Pet Apr 12. Murray. Apr 29 at 11.30

Evans, Henry Griffiths, East Ham, Essex, Stonemason. Pet Apr 13. Brougham. May 3 at 11.30

Fish, Austin John, Charlotte st, Blackfriars rd, Builder. Pet Apr 13. Brougham. May 3 at 11

Hooke, Charles, and Alfred Thorn, Aldermanbury, Warehousemen. Pet Apr 13. Brougham. May 3 at 12

Sholl, Frederick Henry, Percy circus, King's Cross, Builder. Pet Apr 12. Pepys. Apr 27 at 1

To Surrender in the Country.

Hobbs, Robert Taylor, Oxford, Tailor. Pet Apr 9. Bishop. Oxford, Apr 30 at 3

Hole, George R., Bishopston, Gloucester, Baker. Pet Apr 12. Harley. Bristol, May 2 at 2

Jones, William, West Bromwich, Coal Dealer. Pet Apr 8. Watson. Oldbury

Millington, Thomas, Wolverhampton, Baker. Pet Apr 12. Sanders. Wolverhampton, May 3 at 12

Rawlence, James, Brockenhurst, Hants, Grocer. Pet Apr 12. Daw, jun. Southampton, Apr 28 at 12

Roberts, William Pearl, Manchester, Grey Cloth Agent. Pet Apr 13. Lister. Manchester, May 2 at 12

Taylor, Matilda, Sutton Coldfield, Warwick, Milliner. Pet Apr 13. Cole. Birmingham, Apr 27 at 2.30

Wilshaw, George, Leicester, Auctioneer. Pet Apr 13. Ingram. Leicester, May 3 at 11

TUESDAY, April 19, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Beckett, William Higginbotham, Sheffield, Stock Broker. Pet Apr 14. Wake. Sheffield, May 4 at 1.30

Halsey, Robert James, High st, Edgware, Butcher. Pet Apr 13. Edwards. St Albans, Apr 27 at 2

Haslam, James Nathaniel, Manchester, Veterinary Surgeon. Pet Apr 14. Lister Manchester, May 9 at 12

Maclachlan, Archibald, Birmingham, Travelling Draper. Pet Apr 13. Parry. Birmingham, May 4 at 2

Salisbury, Thomas, Tynyffwdd Bach, Cefn, Denbigh. Pet Apr 14. Jones. Bangor, May 3 at 2

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 15, 1881.

Alder, William, New Swindon, Wilts, Dairyman. Apr 26 at 3 at offices of Boodle, Albion bdgs, New Swindon

Anderson, Edward, Hughenden, Buckingham, Farmer. Apr 30 at 11 at the Coffee Tavern, Frogmoor Gardens, High Wycombe. Clarke, High Wycombe

Andrews, William, Queen st, Cannon st, Hatter. May 5 at 3 at 45, Chancery lane. Roberts, Thanet pl, Strand

Ball, John, Ross. Hereford, Innkeeper. Apr 30 at 11 at offices of Minett and Piddocke, St Mary's st, Ross. Piddocke, Ross

Barnbrook, William, Birmingham, Die and Press Tool Forger. Apr 27 at 3 at offices of Southall and Co, Waterloo st, Birmingham

Bates, Watson, Francis terrace, Victoria park, Builder. Apr 27 at 3 at offices of Davidson and Morriss, Queen Victoria st

Beardmore, John, Burslem, Stafford, Iron Worker. Apr 28 at 11 at offices of Julian, Queen's chbrs, Liverpool rd, Burslem

Beare, William George, Andover, Southampton, Shoemaker. May 4 at 12 at the Inns of Court Hotel, Holborn. Lamb

Beckett, Charles Thomas, Preston, Lancaster, Innkeeper. Apr 29 at 11 at offices of Thompson and Craven, Lune st, Preston

Blakemore, Edward, Worthen, Salop, Builder. Apr 30 at 3 at offices of Clarke and Sons, Swan hill, Shrewsbury

Booker, William Henry, Great Glen, Leicester, Leather Factor. May 2 at 3 at offices of Wright, Belvoir st, Leicester

Bowley, George, Willow vale, Shepherd's Bush, Plumber. Apr 30 at 1 at offices of Armstrong, Chancery lane

Brown, George, Brierley hill, Stafford, Licensed Victualler. Apr 28 at offices of Waldron, Brierley hill

Brown, Robert, Low hill, Liverpool, Mineral Water Manufacturer. Apr 27 at 3 at offices of Levy, North John st, Liverpool

Brown, Washington Hamilton, and Arthur Wade Cooper, Swansea, Common Brewers. Apr 26 at 2 at offices of Tribe and Co, Temple st, Swansea. Collins and Woods, Swansea

Burke, Edward, Upper st, Islington, Glass Dealer. Apr 27 at 3 at offices of Gresham and Davies, Basinghall st

Bussey, William, Rolls rd, Bermondsey, Cork Manufacturer. May 4 at 3 at offices of Finch, Borough High st, Southwark

Buston, Robert, Buston, Northumberland, Gentleman Farmer. Apr 22 at 12 at offices of Forster and Paynter, Fenkle st, Alnwick

Colbeck, John, Liversedge, York, Currier. Apr 27 at 2 at offices of Clough, Railway st, Cleckheaton

Colton, Robert, Salford, Lancaster, Hairdresser. Apr 27 at 12.30 at the Blackfriars Hotel, Blackfriars st, Manchester. Hill, Manchester

Coombs, Lawrence, Gilson, Warwick, out of business. Apr 29 at 3 at offices of Cheston, Moor st, Birmingham

Cooper, Samuel, Sudbury, Suffolk, Corn Merchant. Apr 28 at 11 at offices of Andrews and Co, Friar st, Sudbury

Cooper, Samuel Jehu, Kidderminster, Worcester, Bookseller. May 6 at 3 at offices of Burcher, Church st, Kidderminster

Cooper, Thomas, Maidstone, Kent, Hatter. May 6 at 3 at offices of Clift, Cheapside

Coppoch, Thomas Hibbert, Heaton Norris, Lancaster, Shoe Maker. Apr 28 at 3 at offices of Newton, Bank chmbrs, Market pl, Stockport

Cotterill, Charles, Wolverhampton, Carter. Apr 29 at 3 at offices of Dallow, Queen st, Wolverhampton

Cowle, Phillip, Wednesbury, Stafford, Publican. Apr 25 at 3.30 at offices of Sheldon, High st, Wednesbury

Davies, Evans, Gt May's bdgs, St Martin's lane, Carpenter. Apr 28 at 10 at offices of Hughes and Co, Leicester sq

Edwards, John, Machynlleth, Montgomery, Master Mason. Apr 25 at 11 at the White Horse Hotel, Machynlleth. Hughes and Sons, Aberystwith

Ellis, William Leonard, and Sidney Aquila Ellis, Dudley hill, near Bradford, York, Worsted Spinners. Apr 28 at 4 at offices of Watson and Dickons, Cheapside, Bradford

Farlam, Thomas, Tottenham Court rd, Hosier. Apr 28 at 2 at offices of Josolyne and Co, King st, Cheapside. Boulton, Gresham bdgs, Guildhall

Fowler, William Edward, Ebley, nr Stroud, Gloucester, Shopkeeper. May 2 at 12 at offices of Smith and Stafford, Bedford st, Stroud

Fussell, Rev. James George Curry, Victoria st, Westminster. Apr 27 at 3 at offices of Hughes and Co, 26, Budge row

Fussell, James Thomas Richard, Victoria st, Edge Tool Manufacturer. Apr 27 at 12 at offices of Hughes and Co, 26, Budge row

Gee, Benjamin, Louth, Lincoln, Boot Maker. Apr 28 at 2 at the Great Northern Hotel, Peterborough. Snarpley and Son

Gerrand, James, Leeds, Hatter. Apr 27 at 3 at offices of Cranswick, 18, Park row, Leeds

Grove, Decimus, Birmingham, Fancy Draper. Apr 28 at 3 at offices of Fallows, 40, Cherry st, Birmingham

Gunn, Martin Thomas, Stowmarket, Suffolk, Plumber. May 6 at 11 at the Fox Hotel, Stowmarket. Gudgeon, Stowmarket

Hague, William, Rosoman st, Clerkenwell, Fruiterer. May 4 at 2 at offices of Foster, 93, Gracechurch st

Hall, John George, Sheffield, Builder. Apr 29 at 3 at offices of Smith and Co, 17, Bank st, Sheffield

Hampson, Elizabeth Alice, Stretford, Lancaster, out of business. May 3 at 3 at offices of Farrington and Crofton, 88, Moseley st, Manchester

Harris, John, and Joseph Robert Thaxter, Great Yarmouth, Grocers. Apr 28 at 3 at offices of Sayer, Hall Quay, Great Yarmouth

Harris, Nathaniel, Rhondda Valley, Glamorgan, Grocer. Apr 29 at 12 at offices of Collins, 39, Broad st, Bristol, Beddoe, Merthyr Tydfil

Hart, George Bere Farr, North Fambridge, Essex, Farmer. May 3 at 3 at the Corn Exchange, Chelmsford. Duffield and Bruty, Chelmsford

Harvey, John, Mavesyn Ridware, Stafford, Farmer. May 5 at 11 at offices of Twynam, 43, Horse Fair, Rugeley

Harwood, Edward, East Molesey, Surrey, Tailor. May 3 at 3 at offices of Cann and Son, 18 and 19, Fenchurch st

Hawkins, Berkeley, Weston-super-Mare, Warehouseman. Apr 28 at 12 at offices of Harvey and Sexton, 2, Waterloo pl, Weston-super-Mare. Chapman, Bridgwater

Henderson, William, Newcastle-upon-Tyne, Cab Proprietor. Apr 27 at 3 at offices of Warlow, 1, Collingwood st, Newcastle-on-Tyne

Holland, James Joseph, Southport, Lancaster, Agent. Apr 29 at 11 at offices of Byrom, 31, King st, Wigan

Hurcomb, Samuel, Littledean, Gloucester, Grocer. Apr 28 at 3 at offices of Guise, Berkeley st, Gloucester

Hyde, James, Old Broad st, Licensed Victualler. May 10 at 2 at offices of Perry, 2, Guildhall chbrs, Basinghall st

Hyson, William, Middlesborough, York, Boot Maker. Apr 23 at 10 at offices of Catchpole, Argyle bldgs, Wilson st, Middlesborough

Kenderdine, John, Stone, Stafford, Grocer. Apr 27 at 3 at offices of Corbett, Avenue House, the Cross, Worcester

Kirkham, William Joseph, St Helen's, Lancaster, Auctioneer. Apr 28 at 2 at offices of Massey, Hardshaw st, St Helen's

Lea, James Alexander, Birmingham, out of business. Apr 25 at 3 at offices of Parry, Colmore row, Birmingham

Love, Charles Dean, and William Samuel Flint, Dudley, Worcester, Builders. Apr 28 at 12 at offices of Warmington, Castle st, Dudley

Marks, John, Salford, Lancaster, Poulterer. Apr 28 at 12 at Cathedral Hotel, Fennell st, Manchester. Law, Manchester

Mathers, Thomas, Leeds, Cloth Manufacturer. Apr 27 at 3 at offices of Harrison, East parade, Leeds

McBride, Charles Joseph, Tranmere, Chester, Boot Dealer. Apr 28 at 3 at offices of Thompson, Hamilton st, Birkenhead

Mitchell, Walter, Newington causeway, Builder. May 4 at 2 at offices of Philp, Walbrook

Morgan, James Rumney, Llanvrechva Upper, Monmouth, Grocer. May 4 at 1 at offices of Tribe and Co, Newport. Watkins, Pontypool

Morgan, Thomas Millington, Isaiah Millington Morgan, and William George Woodcock, Walsall, Stafford, Ironmasters. Apr 26 at 12 at offices of Duignan and Co, the Bridge, Walsall

Munger, Henry, Aylesbury, Bucks, Butcher. May 4 at 4 at Bell Hotel Aylesbury. Rawson, Gt Marlow

Nicholson, George, Heaton, Newcastle-upon-Tyne, Hatter. May 3 at 11 at offices of Bird, Grey st, Newcastle-upon-Tyne

Norman, George, Holywell row, Finsbury, Cabinet Maker. May 5 at 3 at offices of Hutson, Clifton st, Finsbury

Norman, Thomas, Latehford, Chester, Carpenter. Apr 29 at 3 at offices of Davies and Co, Bewsey chbrs, Bewsey st, Warrington

Davies, Warrington

Norwood, James, Birmingham, Baker. Apr 21 at 11 at Bullivant's Hotel, Birmingham Harris

Outon, James, and Emma Elizabeth Smith, Norwich, General Dealers. Apr 28 at 1 at offices of Culley and Gould, Queen st, Norwich. Blyth, Norwich

Pakeman, George, Swindon, Wilts, Tailor. Apr 28 at 12 at offices of Ormond, Victoria st, Swindon

Pearson, Henry Stephen, Cleckheaton, York, General Dealer. Apr 28 at 2 at offices of Clough, Railway st, Cleckheaton

Perry, William, Leicester, Commercial Traveller. Apr 29 at 3 at offices of Loseby and Battiscombe, Market pl, Leicester

Perry, William Richard, Bradford, Wilts, Farmer. May 3 at 11 at the Christopher Hotel, Market pl, Bath. Bartrum and Bartlett, Bath

Pinder, George, Adbolton, near Nottingham, of no occupation. Apr 30 at 3 at offices of Bright, Town Club, Wheeler gate, Nottingham

Pinnock, Albert William, Birmingham, out of business. Apr 28 at 11 at offices of Stokes, Bennett's hill, Birmingham

Poole, Sidney Ann, Hanley, Stafford, out of business. Apr 23 at 3 at offices of S & J ord, Cheapside, Hanley

Pope, Samuel, Bristol, Hay Dealer. Apr 25 at 12 at offices of Brittan and Co, Small st, Bristol

Porthouse, Joseph, Maryport, Cumberland, Clogger. May 3 at 2 at offices of Nicholson, Bell's pl, Senhouse st, Maryport

Porthouse, William, Wigton, Cumberland, Travelling Draper. Apr 29 at 11 at offices of Rigg, King st, Wigton

Price, Daniel, Caerphilly, Glamorgan, Licensed Victualler. Apr 21 at 11 at offices of Morgan and Scott, High st, Cardiff

Price, Robert, Liverpool, Provision Dealer. May 2 at 2 at offices of Davies, the Temple, Dale st, Liverpool

Rowberry, Charles Henry, Birmingham, Meial Worker. Apr 29 at 12 at offices of Jelf, Waterloo st, Birmingham

Seale, Henry, Britannia terrace, Westbourne pk, Builder. Apr 28 at 3 at 58 Chancery lane. Preston and Co, Southampton bldgs, Chancery lane

Sanderson, Michael Henry Brasted, Amble, nr Warkworth, Northumberland, Grocer. Apr 26 at 2.30 at offices of Gillespie and Co, Westgate street, Newcastle-upon-Tyne. Webb, Morpeth

Scales, George, Bawdeswell, Norfolk, Farmer. Apr 30 at 12 at offices of Emerson, Rampant Horse st, Norwich

Shattock, Walter, Bishops Lydeard, Somerset, Boot Maker. Apr 21 at 12 at offices of Foster and Easton, Cheapside, Taunton

Shellard, Alfred, St Augustine, Bristol, Licensed Victualler. Apr 26 at 12 at offices of Benson and Carpenter, Bank chbrs, Corn st Bristol

Shrimpton, Alfred, Redditch, Worcester, Needle Manufactvrer. Apr 27 at 11 at the Midland Hotel, New st, Birmingham. Richards, Redditch

Smalley, John, Manningham, York, Commission Agent. Apr 28 at 11 at offices of Beverley, Hustlergate, Bradford

Smith, John, Batley, York, out of business. Apr 29 at 10.30 at offices of Law, Crown bdgs, Commercial st, Batley

Stevenson, Thomas, Sheldon st, Paddington, Builder. May 6 at 2 at the Inns of Court Hotel, Holborn. Warrens and Co, Lincoln's inns fields

Stuart, William, Hulme, Manchester, Tobacconist. May 3 at 3 at offices of Hankinson, Manchester

Swidenbank, Thomas, Tredegar, Monmouth, Tailor. May 2 at 12 at offices of Shepard, Queen st, Tredegar

Tasker, John William, Sale, Chester, Fish Dealer. May 4 at 3 at offices of Cobbett and Co, Brown st, Manchester

Tellow, James Teare, Wolverhampton, Builder. Apr 28 at 3 at offices of Dallow, Queen st, Wolverhampton

Taylor, Edward Charles, Bath, Coffee house Keeper. Apr 26 at 12 at offices of Wilton and Sons, Westgate bdgs, Bath

Taylor, Henry, Manningham, York, Woollen Draper. Apr 27 at 11 at 11 at offices of Beverley, Hustlergate, Bradford

Thomas, Mary Ann, and Josiah Thomas, Broseley, Salop, Drapers. Apr 28 at 12.30 at the Crown Inn, Broseley. Phillips and Co, Shifnal

Thompson, Jonathan, Aston-cum-Aughton, York, Farmer. Apr 28 at 3 at offices of Bingley, Figtree lane, Bank st, Sheffield

Toome, Joseph Fletcher, Littlebourne, Kent, Farmer, May 2 at 2 at offices of Wightwick and Co, Watling st, Canterbury

Varey, George Wilcock, Bradford, York, Grocer. Apr 29 at 3 at the Creditors' Association, Godwin st, Bradford

Wadsworth, George, Womkwell, York, Saddler. Apr 27 at 4 at offices of Rideal, Chronicle chbrs, Barnsley

Warner, William, High st, Kingsland, Fancy Goods Dealer. May 2 at 3 at offices of Parnes, Queen Victoria st

Whitford, Richard, jun, Worcester, Provision Merchant. Apr 27 at 3 at offices of Halford, Avenue House, the Cross, Worcester

Wilburn, John, Portsea, Hants, Baker. May 2 at 4 at offices of Casey, St George's sq, Portsea. King, Portsea

Williams, James, Carnarvon, Clothier. May 5 at 12 at offices of Allanson, Bron Seint, Segontium terrace, Carnarvon

William, Williams, Newchurch, Carmarthen, Farmer. Apr 30 at 11 at offices of Morris, Red st, Carmarthen

Williamson, William, Lyderstone, Norfolk, Grocer. Apr 27 at 3 at offices of Cates and Bates, Swan st Fakenham

Woodhouse, Thomas, Ashbourne, Derby, Coal Dealer. Apr 26 at 3 at the Green Man Hotel. Bright, Burton-on-Trent

TUESDAY, April 19, 1881.

Adams, William Dobson, Blakenhall, nr Batley, Chester, Farmer. May 5 at 11 at offices of Hill, Market st, Crewe

Aldenton, Sidney, Benhall, Saxmundham, Suffolk, Harness Maker. May 6 at 10.30 at offices of Pollard, Lawrence st, Ipswich

Allcorn, Abraham, High Wycombe, Bucks, Nurseryman. May 5 at 11 at Coffee Tavern, Frogmore gardens, High Wycombe. Clarke, High Wycombe

Allen, John, Gt Ormond yd, Bloomsbury, Horse Dealer. May 5 at 3 at offices of Boydell, Warwick st, Gray's inn

Aveyard, Thomas, Ashton under Lyne, Leather Merchant. May 3 at 3 at King's Arms Hotel, Spring gardens, Manchester. Clayton, Ashton under Lyne

Bentley, Joseph, Leeds, Grocer. Apr 29 at 3 at offices of Billinton, Gt George st, Leeds

Bindoff, William John, Scarborough, Grocer. Apr 30 at 12 at offices of Mitchell, St Nicholas st, Scarborough. Guy and Williamson, Scarborough

Blamires, James, Cleckheaton, York, Grocer. May 4 at 3 at offices of Iveson and Macaulay, Heckmondwike

Boycott, William, Hartlebury, Worcester, Tin Roller. Apr 22 at 11 at offices of Thursfield, Swan st, Kidderminster

Bryan, Robert Lawrence, Bishopston, Gloucester, out of employ. Apr 30 at 11 at offices of Perrin, Broad st, Bristol

Butler, Thomas, Columbia rd, Hackney rd, Leatherseller. Apr 28 at 2 at offices of Thwaites, Southampton building, Chancery lane. Hodgkinson, Chancery lane

Campbell, Daniel, Northwich, Chester, Grocer. May 3 at 10 at offices of Green and Dixon, Castle chambers, Northwich

Chorley, Walter, Minehead, Somerset, Wine and Spirit Merchant. May 3 at 1 at Grande Hotel, Bristol. Paull

Chrisp, Oswald, Newcastle upon Tyne, Tea Dealer. Apr 28 at 3 at offices of Johnston, Mosley st, Newcastle on Tyne

Cooke, Alfred, Okeford Fitzpaine, Dorset, Miller. May 7 at 3 at offices of Atkinson, Blandford

Cooper, Charles Benjamin, Mallinson rd, Battersea rise, Builder. May 11 at 2 at Guildhall Tavern, Gresham st. Janson and Co

Cousen, Samuel Edwin, Bradford, York, Tobacconist. May 2 at 11 at offices of Hutchinson and Son, Piccadilly chambers, Piccadilly, Bradford

Crossley, Samuel, Hunslet, Leeds, Shoe Factor. May 3 at 3 at offices of Pullan, Albion st, Leeds

Crowther, Joseph, Bradford, York, Fruiterer. May 2 at 11 at offices of Haigh, Darley st, Bradford

Culpeck, Josiah, Lynton rd, South Bermondsey, Fellmonger. Apr 29 at 2 at offices of Greening, Fenchurch st

Cutcliff, Robert, Forest Gate, Essex, no occupation. Apr 28 at 3 at offices of Price, John st, Bedford row

Dosser, Thomas Makershalalhashbaz, Bawdsey, Suffolk, Grocer. May 4 at 12 at offices of Birkett and Bantoft, 24, Museum st, Ipswich

Dunn, Simpson, Brompton, York, Miller. Apr 29 at 11 at offices of Traders' Association, 116, Hill st, Stockton-on-Tees

Dyer, William, Newport, Isle of Wight, Builder. May 3 at 3 at Warburton's Hotel, Quay st, Newport. Hooper, Newport

Evans, Lewis, Pontardawe, Glamorgan, Tea Dealer. May 3 at 12 at offices of Harvey and Co, 14, Fisher st, Swansea

Fenton, Richard, Heckmondwike, York, Coal Dealer. Apr 29 at 10 at Junction inn, High st, Heckmondwike

Firth, Henry, and George Henry Peace, Normanton, York, Tailors. May 2 at 3 at offices of Learoyd and Co, Buxton rd, Huddersfield

Francis, John Roderick, Dowlais, Glamorgan, Builder. Apr 30 at 12 at offices of Lovett, 19, Duke st, Cardiff

Gilbertson, William Hunt, Cawood, York, Maltster. Apr 30 at 1 at New Inn, Sherburn. Rhodes, Sherburn

Glover, Thomas, and John William Glover, Davygate, York, Carvers and Gilders. May 3 at 11 at offices of Shaftoe, Coney st, York

Goodby, Samuel, jun, Wolverhampton, Cramp Maker. Apr 29 at 11 at offices of Rhodes, 53, Queen st, Wolverhampton

Grainger, Richard Henry, Ludlow, Salop, Draper. May 7 at 11 at offices of Weyman, Mill st, Ludlow

Hall, James William, North Wraxall, Wilts, Licensed Victualler. Apr 28 at 3 at the Castle Hotel, Bath. Clifton and Carter, Bristol

Hampton, Francis, Bishop's rd, Paddington, Baker. Apr 29 at 3 at offices of Foster, 29, Brunswick sq, Bloomsbury

Hawkin, Edwin, York, Hatter. May 2 at 3 at offices of Crumbie, 46, Stonegate, York

Hayes, William, Winsford, Chester, Beerseller. Apr 30 at 11 at offices of Green and Dixon, Winsford

Hills, Edwin George William, Southampton, Hosier. May 2 at 12 at offices of Ladbury and Co, 99, Cheapside. Bassett and Co, Southampton

Hobson, John, Stockton-on-Tees, Greengrocer. Apr 29 at 3 at offices of Hunton and Bolsover, 66, High st, Stockton-on-Tees

Holford, Frank, Brighton, Wine Merchant. May 5 at 12 at offices of Edmonds and Co, 98, Cheapside. Lamb and Evett, Brighton

Horrocks, Charles, Elton, nr Bury, Beerhouse Keeper. Apr 29 at 3 at offices of Balshaw, 8, Bowker's row, Bolton

Huggett, William Frederick, East rd, City rd, Blind Manufacturer. May 6 at 2 at offices of Morris, 13, Paternoster row

Hyslop, Thomas, Kingston, Hants, Baker. Apr 29 at 4 at offices of Feltham, 5, Union st, Portsea

James, Thomas, Chalgrave, Bedford, Farmer. Apr 27 at 1 at the Bell Inn, Leighton Buzzard. Field, Furnival's inn

Johnston, Frederick, and John Hastings, Workington, Cumberland, Tailors. May 5 at 11.30 at the Red Lion Hotel, Botchergate, Carlisle,. Paisley, Workington

Johnston, John, Melton Mowbray, Leicester, Builder. May 2 at 12 at offices of Barker, Sherard st, Melton Mowbray

Jolly, Robert Reid, Alpha rd, Wandsworth, Carpenter. Apr 27 at 3 at offices of Percival and Co, 143, Cannon st. Croft, Walbrook

Jones, Margaret, Abercarn, Monmouth, Grocer. Apr 29 at 12 at offices of Parsons and Balding, 1, Tredegar place, Newport. Phillips, Newport

Kerr, James, and John Kerr, Leadenhall st, Iron Merchants. May 6 at 2 at Cannon st Hotel. McDiarmid and Teather, Newman's ct, Cornhill

Lane, George, and Thomas Edward Champion, Birmingham, Metallic Bedstead Manufacturer. Apr 29 at 3 at offices of Fitter, 5, Bennett's hill, Birmingham

Lawton, Albert Alexander, Hanley, Stafford, Clerk. Apr 29 at 3 at offices of Sword, 6, Cheapside, Hanley

Lee, John, Nottingham, Pork Butcher. Apr 27 at 3 at offices of Belk, 7, Middle pavement, Nottingham

Loving, William, Westminster bridge rd, Licensed Victualler. May 6 at 3 at offices of Hyde and Co, 33, Ely pl, Holborn

Mitchell, Henry, Crewe, Chester, Fishmonger. May 2 at 11 at Albert chmbrs, Churchside, Crewe. Pointon, Crewe

North, James, Willenhall, Stafford, Team Contractor. Apr 30 at 11 at offices of Vaughan, 16, Walsall st, Willenhall

Nooth, Samuel Frost, Bildworth Bottoms, Nottingham, Grocer. May 3 at 3 at offices of Belk, 7, Middle pavement, Nottingham

Oldacre, Thomas Smith, Stoke-upon-Trent, Saddler. Apr 29 at 11 at Copeland Arms Hotel, Stoke-upon-Trent. Bagnall, Stoke-upon-Trent

Onions, Joseph, Bilston, Stafford, Engineer. Apr 28 at 11 at offices of Rhodes, 53, Queen st, Wolverhampton

Palmer, George, Lincoln, Cab Proprietor. Apr 27 at 12 at offices of Williams, 14, Silver st, Lincoln

Payne, Richard, Wanborough, Wilts, Carpenter. May 2 at 10 at offices of Beodle, 1, Albion buildings, New Swindon
Rhodes, Jane, Scarborough, Hosier. Apr 29 at 3 at the Abbots' Hotel, Tanner row, York. Taylor, Scarborough
Richards, John, Festiniog, Merioneth, Grocer. Apr 29 at 1 at the Commercial Hotel. Portmadoc. Jones, Fourcrosses, Festiniog
Richardson, Joshua Cattel, Hove, Sussex, Grocer. May 3 at 3 at offices of Goodman, 150, North st, Brighton
Roberts, William, Leeds, Dealer in Antique Furniture. Apr 29 at 11 at offices of Dale, 54, Albion st, Leeds
Robinson, Joseph John, Crossley st, Liverpool rd, Pork Butcher. May 12 at 3 at 173, Balls Pond rd. Fenton, Kingsland Greed
Scott, James, Bridgewater sq, Barbican, Costume Manufacturer. May 6 at 3 at offices of Merriman and Co, 25, Austin Friars
Severs, Charles, Bridlington Quay, York, Whitesmith. May 2 at 3 at offices of Ledger. 43, King st, Bridlington Quay
Smith, George Cornelius, Portsea, Hants, Pork Butcher. May 2 at 4 at offices of Whitehall, 18, Union st, Portsea
Smythe, Andrew Francis, High st, Islington, Licensed Victualler. Apr 20 at 3 at 300, City rd, Islington. Popham, Vincent terrace, Islington
Southwell, Holmes. Wimblington, Cambridge, Farmer. Apr 29 at 1 at the Griffin Hotel. March. Hart, Peterborough
Spence, John, Warwick, Kitchen Range Manufacturer. May 2 at 11 at 19, High st, Warwick. Boddington
Talbot, John Farrow, Leicester, Butcher. May 3 at 3 at Wright, 7, Belvoir st, Leicester
Tittensoir, Joseph, Florence, Stafford, Baker. Apr 28 at 11 at offices of Ashwell, Glebe st, Stoke-upon-Trent
Wade, Robert, Coldharbour lane, Brixton, Grocer. May 6 at 3 at Creditors' Association, 6, Arthur st East. Ranger, Gt Tower st
Walker, Arthur, Warwick, Tobacconist. May 3 at 12 at offices of Sanderson, 7, Church st, Warwick
West, Frederick, and Joshua Cattell Richardson, Hove, Sussex, Builders. May 3 at 3.30 at offices of Goodman, 150, North st, Brighton
Wildridge, Thomas Tomlinson, and Frederick Simpson, Kingston-upon-Hull, Timber Merchants. Apr 29 at 3 at offices of Pickering, Kingston-upon-Hull
Witt, Thomas, Southsea, Hants, Builder. Apr 20 at 2 at offices of Edmonds and Co, Portsea. Feltham, Portsea